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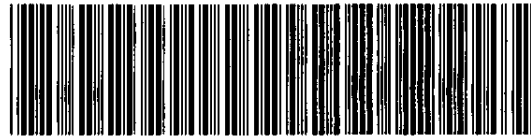
(Business Entity Name)

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Certified Copies _____ Certificates of Status _____

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATION
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N. Culligan DEC 29 2010

GKW&H

GIBSON, KOHL, WOLFF & HRIC, P.L.
1800 Second Street, Suite 901
Sarasota, Florida 34236

Reply To:
P. O. Box 49823
Sarasota, FL 34230
Telephone: (941) 954-1359

MICHAEL HRIC
Attorney At Law

Fax: (941) 953-2501

December 27, 2010

VIA FEDERAL EXPRESS

Division of Corporations
Department of State
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Thompson-Hunt Properties, LLC, a Florida limited liability company
Thompson-Hunt Properties, LLC, a Kentucky limited liability company

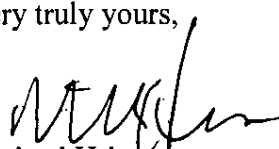
Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the executed Articles and Certificate of Merger for the above-named entity for filing with your office. A copy of the Plan of Merger is attached thereto as **Exhibit "A"**. We have enclosed our check in the amount of Eighty and 00/100 Dollars (\$80.00) to cover the following fees:

Filing Articles of Merger (\$25.00 each party)	\$50.00
Certified copy of Articles of Merger	<u>30.00</u>
	\$80.00

As indicated, Thompson-Hunt Properties, LLC, a Florida limited liability company is the surviving entity. Kindly forward to the undersigned the certified copy of the Articles and Certificate of Merger as filed, at your earliest convenience. Should you have any questions, please do not hesitate to contact our office. Thank you for your assistance in this matter.

Very truly yours,


Michael Hric

MH/sam
Enclosures

ARTICLES AND CERTIFICATE OF MERGER

10 DEC 28 PM 1:58

Pursuant to Sections 608.438 and 608.4381 Florida Statutes, **THOMPSON-HUNT PROPERTIES, LLC**, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as "THP Florida") and **THOMPSON-HUNT PROPERTIES, LLC**, a limited liability company organized and existing under the laws of the State of Kentucky (hereinafter referred to as "THP KENTUCKY"), both hereby adopt the Plan of Merger described below for the express purpose of the merger of THP Florida and THP Kentucky, with THP Florida to survive the merger contemplated herein.

ARTICLE I

The Plan of Merger authorized by and between THP Florida and THP Kentucky, duly executed by the officers, managers, managing members or members of each above named limited liability company, a copy of which is attached hereto as **Exhibit "A"** and is incorporated herein by reference was unanimously adopted by the members of THP Florida and THP Kentucky each on December 1, 2010.

ARTICLE II

The Articles of Organization of THP Florida, as previously filed with the Department of State for the State of Florida, shall continue in full force and effect as so filed and shall not be changed, modified or amended in any manner due solely to the merger as contemplated herein.

ARTICLE III

This merger is permitted under both Florida law and Kentucky law, THP Florida and THP Kentucky intend that the separate limited liability company existence of THP Kentucky be cancelled upon the effective date of the Merger. If required by applicable law, THP Florida agrees (1) it may be served with process in any proceeding for enforcement of any obligation of THP Florida arising from the merger and (2) appoints the Kentucky Secretary of State as its agent for service of process in any such proceeding. Such address to which a copy of process may be mailed or otherwise sent is: 215 Stanley Reed Court, Maysville, Kentucky 41056.

ARTICLE IV

Pursuant to Section 608.4382(1)(f), Florida Statutes, the effective date and time of the Merger shall be as provided by applicable law and the Plan of Merger.

ARTICLE V

The aforementioned Plan of Merger has been approved in accordance with the procedures outlined in Chapter 608, Florida Statutes and Chapter 275, Kentucky Revised Statutes, by each limited liability company, domestic partnership, domestic corporation and each other business

entity that is a party to this merger in accordance with the applicable laws of the government jurisdiction in which such entity is formed or organized.

IN WITNESS WHEREOF, the parties to these Articles and Certificate of Merger have caused them to be duly executed by their respective authorized officers or other relevant persons.

Signed, sealed and delivered in the presence of:

MMH

Name Written – (1st Witness)

Michael Harris

Name Printed – (1st Witness)

Sheryl A. May

Name Written – (2nd Witness)

Sheryl A. May

Name Printed – (2nd Witness)

THOMPSON-HUNT PROPERTIES, LLC
a Florida limited liability company

By: *Dan Thompson*

Dan Thompson,

As: Manager or Managing Member

THOMPSON-HUNT PROPERTIES, LLC,
a Kentucky limited liability company

By: *Dan Thompson*

Dan Thompson

As: Manager or Managing Member

MMH

Name Written – (1st Witness)

Michael Harris

Name Printed – (1st Witness)

Sheryl A. May

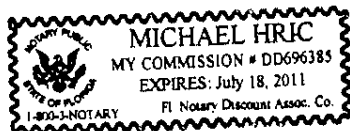
Name Written – (2nd Witness)

Sheryl A. May

Name Printed – (2nd Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of December, 2010, by Dan Thompson, as Manager or Managing Member of Thompson-Hunt Properties, LLC, a Florida limited liability company, and by Dan Thompson, as Manager or Managing Member of Thompson-Hunt Properties, LLC, a Kentucky limited liability company, who ☒ is personally known or ☐ produced _____ for valid identification.



Michael Hric
NOTARY PUBLIC
Name Printed: Michael Hric
My Commission Expires: 7/18/2011
Commission No.: DD 696385

EXHIBIT "A"

PLAN OF MERGER

THIS PLAN OF MERGER made this 15th day of December, 2010 by and between **THOMPSON-HUNT PROPERTIES, LLC**, a limited liability company organized under the laws of the State of Kentucky, (hereinafter referred to as "THP Kentucky") and **THOMPSON-HUNT PROPERTIES, LLC**, a limited liability company organized under the laws of the State of Florida, (hereinafter referred to as "THP Florida").

WITNESSETH:

WHEREAS, the members of both THP Kentucky and THP Florida, respectively, deem it advisable and generally to the welfare of each and their respective members that THP Kentucky merge into THP Florida under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Florida law as now existing and in force including, without limitation, Chapter 408, Florida Statutes and all applicable laws pertaining thereto under the Chapter 275, Kentucky Revised Statutes.

NOW, THEREFORE, in consideration of the promises and mutual agreements, provisions, representations, covenants and other provisions hereinafter contained, it is agreed by and between the parties hereto as follows:

1. **Merger.** Subject to the further provisions of this Agreement, THP Kentucky shall be and is hereby merged into THP Florida. Hereinafter, this reorganization transaction shall be referred to as the ("Merger").

2. **Surviving Limited Liability Company.** THP Florida shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate existence of THP Kentucky shall cease on the Effective Date of merger except as may be required to be continued by law or in order to carry out the purposes of this Agreement or to the extent necessary and permitted by law to close out its affairs.

3. **Certificate of Articles.** The purpose, the registered agent, the address of the registered office, managers and the capitalization of THP Florida shall be as appears in the Articles of Organization as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement until the same shall be amended or repealed in accordance with the provisions thereof or the provisions of its Operating or similar type of agreement, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Organization herein upon any manager or member or officer of or upon any other person whomsoever are subject to this reserve power. The terms and provisions of the Articles of Organization are incorporated in this Agreement. The Manager of the surviving entity is Dan Thompson at 3687 Torrey Pines Way, Sarasota, Florida 34238.

4. **Operating Agreement.** The Operating Agreement of THP Florida at the effective time of the merger shall be the Operating Agreement of the surviving limited liability company, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

5. **Members, Officers and Managers.** The managers, managing members and officers, if any, of THP Florida on the Effective Date of the merger shall be those persons who were its managers, managing members and officers, respectively, of THP Florida immediately prior to said Merger Date, and such persons shall serve in such capacity, respectively, for the terms provided by law or in the Operating or similar type of agreement, or until their respective successors are elected and qualified. If, on the Effective Date of the merger, any vacancy exists, that vacancy may be filled in the manner provided in the Operating or similar Agreement of the surviving limited liability company.

6. **Manner of Conversion.** On the Effective Date of merger and without any action on the part of the holder of any membership interest in either limited liability company which is a party hereto, the membership interests of THP Kentucky now outstanding shall represent and are deemed converted into membership interests of THP Florida as follows:

<u>Name of Member</u>	<u>Member Interest Percent (%)</u>
Dan Thompson and Barbara Thompson	100%

The foregoing conversion is based upon the estimated value of each limited liability company which is a party hereto and the contractual obligation and responsibility of each member to all other members of THP Florida, the surviving entity, all as determined by said members.

7. **Rights of Members.** On and after the Effective Date of merger, each holder of any member interest in THP Kentucky shall not continue to have any rights as a member of THP Kentucky except such as expressly reserved to such members by statute, and each outstanding certificate, if any, which theretofore represented interest of or in THP Kentucky shall, for all purposes, represent the requisite interest of THP Florida, as provided in Paragraph 6 above. On and after the Effective Date of merger, any holder of a membership interest in THP Kentucky or a certificate or certificates which theretofore represented any membership interest in THP Kentucky may, but shall not be required to, surrender the same to the Transfer Agent of THP Florida and shall thereupon be entitled to receive, in exchange therefor, a certificate or certificates representing the requisite membership interest in or of THP Florida into which such membership interest in or of THP Kentucky theretofore represented by such certificate or certificates shall have been converted as provided in Paragraph 6 above. The foregoing shall include the rights of dissent with respect to the merger as provided under applicable law.

8. **Right and Liabilities of Surviving Limited Liability Company.** At and after the Effective Date of merger, THP Florida shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the property, real, personal and mixed, of each limited liability company; all debts due to either of said limited liability companies, on whatever account, shall be vested in THP Florida as they were of the

respective limited liability companies; all rights of creditors and all liens upon any property of either of said limited liability companies shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities and duties of the respective limited liability companies shall thenceforth attach to THP Florida and may be enforced against it to the extent as if such debts, liabilities and duties have been incurred or contracted by it; and THP Florida shall indemnify and hold harmless the officers and managers, if any, and the members of each of the limited liability companies against all such debts, liabilities and duties and against all claims and demands arising out of the merger. The foregoing shall include the rights of dissentus with respect to the merger as provided under applicable law.

9. **Further Assurance of Title.** As and when requested by THP Florida or by its successors or assigns, THP Kentucky will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take, or cause to be taken, all such further actions as THP Florida may deem necessary or desirable in order to vest in and confirm to THP Florida title to the possessions of any property of either of said limited liability companies acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and members of THP Kentucky and the officers managers, and members of THP Florida are fully authorized in the name of THP Kentucky or otherwise to take any and all such action. As and when requested by the present managers, officers or members of THP Florida, the managers and officers of THP Kentucky, in the name of and on behalf of THP Kentucky agree to take such action or execute and deliver such documents or instruments to THP Florida as said managers, officers or members may deem necessary or appropriate to carry out and effect this Plan of Merger.

10. **Member Approvals.** This agreement has previously been submitted to the members of MNE Florida for their consent and approval in accordance with the Chapter 608, Florida Statutes and has been unanimously approved and adopted by said members. This Agreement has been submitted to the members of THP Kentucky for their consent and approval in accordance with Chapter 275 of the Kentucky Revised Statutes now existing and in force in the State of Kentucky and has been unanimously approved and adopted by said members. The fact that this Agreement has been adopted and approved as above provided shall be certified by the respective corporate secretaries and this Agreement and appropriate Articles and Certificate of Merger shall be signed, acknowledged and filed pursuant to the applicable laws of the State of Florida and the State of Kentucky.

11. **Effective Date and Time of Merger.** The merger of THP Kentucky into THP Florida shall become effective on the date Articles of Merger are filed with the Florida Department of State, upon issuance of a Certificate therefore by the Kentucky Secretary or Department of State.

12. **Plan of Merger.** This Agreement constitutes a Plan of Merger to be carried out in the manner, and on the terms, and subject to the conditions set forth herein, and is intended by the parties to qualify as a reorganization or merger as described in and contemplated by Chapter 608.438 and 608.4381, Florida Statutes and Section 271B, 11.010 and 271B, 11.080.

13. **Termination.** This Plan of Merger may be terminated and abandoned by action of the members of THP Kentucky or THP Florida at any time prior to the Effective Date, whether before or after approval by the members of the two limited liability company parties hereto.

14. **Entire Agreement.** This Agreement embodies the entire agreement between the parties hereto. There have been and are not agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this Agreement.

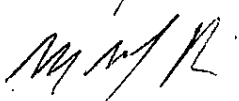
15. **Successors.** This Agreement shall inure to the benefit of and be binding upon THP Kentucky and THP Florida and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any right or remedy upon or by reason of this Agreement.

16. **Subsidiaries.** Each party hereto represents and warrants to the other that it has no subsidiary of any kind or nature.

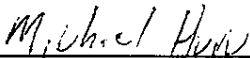
17. **Law.** This Plan or Merger shall be interpreted in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority duly granted by its members, has caused this Plan to be executed by the President or Manager, if any, thereof, or any of its members.

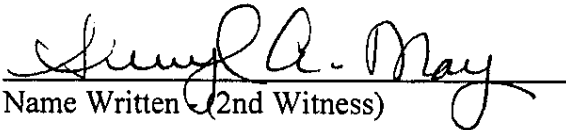
Signed, sealed and delivered in the presence of:



Name Written – (1st Witness)



Name Printed – (1st Witness)



Name Written – (2nd Witness)



Name Printed – (2nd Witness)

THOMPSON-HUNT PROPERTIES, LLC
a Florida limited liability company

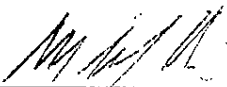
By: 

Dan Thompson,
As: Manager or Managing Member

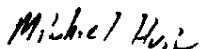
THOMPSON-HUNT PROPERTIES, LLC,
a Kentucky limited liability company

By: 

Dan Thompson,
As: Manager or Managing Member



Name Written – (1st Witness)



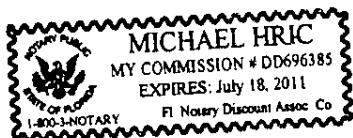
Name Printed – (1st Witness)

Sheryl A. May
Name Written - (2nd Witness)

Sheryl A. May
Name Printed - (2nd Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15th day of December, 2010, by Dan Thompson as Manager or Managing Member of Thompson-Hunt Properties, LLC, a Florida limited liability company, and by Dan Thompson as Manager or Managing Member of Thompson-Hunt Properties, LLC, a Kentucky limited liability company, who ☒ is personally known or [] produced _____ for valid identification.



Michael Hric
NOTARY PUBLIC
Name Printed: Michael Hric
My Commission Expires: 7/18/2011
Commission No.: 00696385

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
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