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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2009 SEP 24 AM 10:29

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GREENEBAUM DOLL & McDONALD PLLC

MEMORANDUM

September 23, 2009

To: Florida Department of State
Attention: Amendments Section

Telephone: 502-588-4025

Fax: 502-588-1325

From: Brigitte Moran, Paralegal

E-Mail: bg@gdm.com

Subject: Certificate of Merger for:


Spectrum Scan – Idyllwild, LLC (KY) into Spectrum Scan – Idyllwild, LLC (FL)

Please accept for filing the above-named Certificate of Merger. Upon approval kindly forward a stamped filed copy of the Certificate of Merger (*copy provided*), along with its proper filing evidence to this writer at the address indicated below:

Brigitte Moran, Paralegal
Greenebaum Doll & McDonald PLLC
3500 National City Tower
101 South 5th Street
Louisville, KY 40202

In addition, I have enclosed a check in the amount of \$70.00 in payment of its filing fee.

Sincerely,


Brigitte Moran

CERTIFICATE OF MERGER
OF
SPECTRUM SCAN – IDYLLWILD, LLC
(a Kentucky limited liability company)
WITH AND INTO
SPECTRUM SCAN – IDYLLWILD, LLC
(a Florida limited liability company)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 608.4382 of the Florida Statutes, the undersigned entities hereby adopt the following Certificate of Merger for the purpose of merging Spectrum Scan – Idyllwild, LLC, a Kentucky limited liability company (“Kentucky Company”), with and into Spectrum Scan – Idyllwild, LLC, a Florida limited liability company (“Florida Company”), which shall be the surviving entity in the Merger.


FIRST: The Agreement and Plan of Merger (“Plan of Merger”) is attached hereto as Exhibit A and is hereby incorporated by reference herein as a part of this Certificate of Merger.

SECOND: The Plan of Merger was approved by the Florida Company in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

THIRD: The Plan of Merger was approved by the Kentucky Company in accordance with the applicable laws of the Commonwealth of Kentucky.

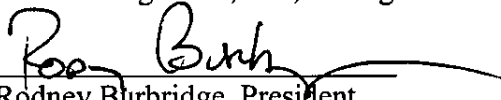
Dated: September 22, 2009.

SPECTRUM SCAN – IDYLLWILD, LLC

By: 
Member
 (“Kentucky Company”)

SPECTRUM SCAN – IDYLLWILD, LLC

By: Spectrum Management, Inc., Manager

By: 
Rodney Burbridge, President
 (“Florida Company”)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into as of the 18th day of November, 2008, by and between (i) SPECTRUM SCAN – IDYLLWILD, LLC, a Kentucky limited liability company ("Kentucky Company"), and (ii) SPECTRUM SCAN – IDYLLWILD, LLC, a Florida limited liability company ("Florida Company").

1. MERGER.

1.1 Merger of the Kentucky Company With and Into the Florida Company

Subject to the terms and conditions of this Agreement, the Kentucky Company shall be merged with and into the Florida Company ("Merger"), effective as of the later of (i) the filing of Articles of Merger with the Secretary of State of the Commonwealth of Kentucky, or (ii) the filing of a Certificate of Merger with the Florida Department of State ("Effective Time"). The separate existence of the Kentucky Company as a limited liability company shall thereupon cease; the Florida Company shall be the surviving entity and the separate existence of the Florida Company as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the Commonwealth of Kentucky and the State of Florida.

1.2. Effect of Merger. At and after the Effective Time:

(a) The Florida Company shall possess all of the respective rights, privileges, powers, franchises and interests of the Kentucky Company in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Florida Company by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Kentucky Company may be continued as if the Merger did not occur, or the Florida Company may be substituted in the proceeding for the Kentucky Company in such action or proceeding.

(b) The Florida Company shall be liable for all liabilities of the Kentucky Company, and all debts, liabilities, obligations and contracts of the Kentucky Company, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of the Kentucky Company, shall be those of the Florida Company and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Kentucky Company shall be preserved unimpaired.

1.3. Additional Actions. If, at any time after the Effective Time, the Florida Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Florida Company its right, title or interest in, to or under any of the rights, properties or assets of the Kentucky Company acquired or to be acquired by the Florida Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Kentucky Company and the members of the Kentucky Company shall be deemed to have

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 TALLAHASSEE
 COUNTY
 FLORIDA

granted to the Florida Company an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Florida Company and (c) otherwise carry out the purposes of this Agreement. The Manager of the Florida Company is fully authorized in the name of the Kentucky Company or otherwise to take any and all such actions.

2. CONVERSION OF COMPANY INTEREST. At the Effective Time, each interest in the Kentucky Company held by a Member of the Kentucky Company immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into an equivalent interest as a Member of the Florida Company.

3. CONDITION TO MERGER. It shall be a condition to the consummation of the Merger that both the Kentucky Company and the Florida Company have determined that all consents which they require to be obtained from third parties shall have been obtained.

4. ABANDONMENT OF MERGER. At any time prior to the Effective Time and notwithstanding the prior approval of the Merger and this Agreement by the Members of the Kentucky Company and the Members of the Florida Company, the Merger may be abandoned and this Agreement terminated by the Kentucky Company or the Florida Company without further action on the part of their Members. Such action shall be taken by written consent of the Manager of the Florida Company or any authorized Member of the Kentucky Company. In the event of such abandonment and termination, this Agreement shall become void and there shall be no liability with respect thereto on the part of either the Kentucky Company or the Florida Company, or any of their respective Managers or Members.

5. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

SPECTRUM SCAN – IDYLLWILD, LLC

By: _____
Title: _____
("Kentucky Company")

SPECTRUM SCAN – IDYLLWILD, LLC

By: Spectrum Management, Inc., Manager

By: _____
Rodney Burbridge, President
("Florida Company")

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CLERK OF THE COURT
TALLAHASSEE, FLORIDA

CERTIFICATE OF MERGER

FILED

OF

SPECTRUM SCAN – IDYLLWILD, LLC
(a Kentucky limited liability company)

2009 SEP 24 AM 10: 29

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WITH AND INTO

SPECTRUM SCAN – IDYLLWILD, LLC
(a Florida limited liability company)

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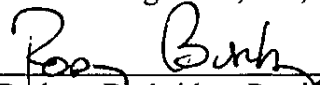
Dated: September 22, 2009.

SPECTRUM SCAN – IDYLLWILD, LLC

By: 
Member
("Kentucky Company")

SPECTRUM SCAN – IDYLLWILD, LLC

By: Spectrum Management, Inc., Manager

By: 
Rodney Burbridge, President
("Florida Company")

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2008 SEP 24 AM 10:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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granted to the Florida Company an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Florida Company and (c) otherwise carry out the purposes of this Agreement. The Manager of the Florida Company is fully authorized in the name of the Kentucky Company or otherwise to take any and all such actions.

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TALLAHASSEE, FLORIDA

2. CONVERSION OF COMPANY INTEREST. At the Effective Time, each interest in the Kentucky Company held by a Member of the Kentucky Company immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, become and be converted into an equivalent interest as a Member of the Florida Company.

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By: _____
Title: _____
("Kentucky Company")

SPECTRUM SCAN – IDYLLWILD, LLC

By: Spectrum Management, Inc., Manager

By: _____
Rodney Burbridge, President
("Florida Company")