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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS
FEB 9 2010
EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Pickerell's Sales & Leasing, LLC
Name of Surviving Party

Please return all correspondence concerning this matter to:

Elizabeth W. Burt

Contact Person

Bell, Orr, Ayers & Moore, PSC

Firm/Company

1010 College Street

Address

Bowling Green, KY 42102-0738

City, State and Zip Code

Burt@boamlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Elizabeth W. Burt

Name of Contact Person

at (270)

781-8111
Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Profit or Non-Profit Corporation**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pick's Sales & Leasing, Inc.	FL J18390	FL profit corp
Pickerell's Sales & Leasing, LLC	FL L0900009384	FL LLC
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pickerell's Sales & Leasing, LLC	FL L0900009384	FL LLC

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.



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EIGHTH: Signature(s) for Each Party:

SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Typed or Printed
Name of Individual:

Name of Entity/Organization:	Signature(s):	Name of Individual:
Pick's Sales & Leasing, Inc.		Roger Welch, President
Pickerell's Sales & Leasing, LLC		Roger Welch, Manager

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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PLAN OF MERGER

2010 FEB -8 PM 2:23

SECRETARY OF STATE
FLORIDA

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pick's Sales & Leasing, Inc.	FL	FL Profit Corp
Pickerell's Sales & Leasing, LLC	FL	FL LLC

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Pickerell's Sales & Leasing, LLC	FL	FL LLC

THIRD: The terms and conditions of the merger are as follows:

See Attached

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

(Attach additional sheet if necessary)

FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

Roger Welch, Manager, whose address is 730 Fairview Ave. Suite A6,

Bowling Green, KY 42101

(Attach additional sheet if necessary)

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TALLAHASSEE, FLORIDA

SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

(Attach additional sheet if necessary)

PLAN OF MERGER

Attachment

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TALLAHASSEE, FLORIDA

THIRD: The terms and conditions of the Merger are as follows: Upon merger, the separate corporate existence of Pick's Sales and Leasing, Inc. shall cease, and Pickerell's Sales & Leasing, LLC shall be the surviving entity and the separate existence of Pickerell's Sales & Leasing, LLC, with all its purposes, objects, rights, privileges, powers, franchises, and interests, shall continue unaffected and unimpaired by the Merger.

3.1 Following the merger, Pickerell's Sales & Leasing, LLC (hereinafter the "LLC") shall possess all of the rights, privileges, immunities, powers, franchises and interest of Pick's Sales & Leasing, Inc. (hereinafter the "Corporation") in and to every type of property (real, personal, and mixed), and choices in action, all of which shall be transferred to, and vested in, LLC 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 Corporation may be continued as if the Merger did not occur, or LLC may be substituted in the proceeding for Corporation in such action or proceeding.

3.2 LLC shall be liable for all liabilities of Corporation, and all debts, liabilities, obligations and contracts of Corporation, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account, or records of Corporation, shall be those of LLC and shall not be released or impaired by the Merger. Further, all rights of creditors and other obliges and all liens on properties of Corporation shall be preserved unimpaired.

3.3 If, at anytime after the Effective Date of the Merger, LLC shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (1) vest, perfect, or confirm of record or otherwise, in LLC its rights, title or interest in, to or under any of the rights, properties, or assets of Corporation acquired or to be acquired by LLC as a result of or in connection with, the Merger or (2) otherwise carry out the purposes of this Plan of Merger, Corporation and the proper officers and directors of Corporation shall be deemed to have granted to LLC 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 LLC, and (c) otherwise carry out the purposes of this Plan of Merger. The members of LLC are fully authorized in the name of Corporation or otherwise to take any and all such actions.

FOURTH:

- A. The manner and basis of converting the interest, shares, and obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property is as follows:

4.1 Each share of Corporation Common Stock, no par value per share, which is issued and outstanding 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 one (1) unit of LLC and the stockholders of Corporation shall be deemed to have made aggregate capital contributions to LLC in a net amount equal to \$_____.

As soon as is practicable after the Effective Date, the stockholders of Corporation shall surrender to LLC any certificates which prior to the Effective Date shall have represented any shares of Corporation's stock.

4.2 The capital interests of the Members of LLC shall remain unaffected by the Merger.