

L10000122050

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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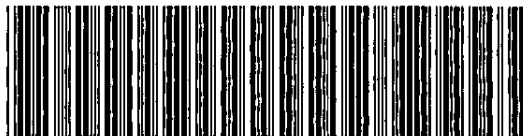
(Business Entity Name)

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4-21-15



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

April 16, 2015

MARTIN, TATE, MORROW & MARSTON, P.C.  
ATTN: JANE GARVIN  
6410 POPLAR AVENUE SUITE 1000  
MEMPHIS, TN 38119-4839 US

SUBJECT: LIMITLESS EXHIBITS LLC  
Ref. Number: L10000122050

We have received your document for LIMITLESS EXHIBITS LLC and your check(s) totaling \$50.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Carolyn Lewis  
Regulatory Specialist II

Letter Number: 215A00007631

**MARTIN, TATE, MORROW & MARSTON, P.C.**

**ATTORNEYS AND COUNSELORS**

INTERNATIONAL PLACE, TOWER II  
SUITE 1000  
6410 POPLAR AVENUE  
MEMPHIS, TENNESSEE 38119-4839

**JONATHAN A. LINDSEY**

JLINDSEY@MARTINTATE.COM

TELEPHONE (901) 522-9000

FAX (901) 527-3746

MIDDLE TENNESSEE /  
NASHVILLE OFFICE

P.O. Box 158  
200 MAHR AVENUE  
LAWRENCEBURG, TN 38464

April 9, 2015

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

Re: Articles of Merger – Limitless Exhibits LLC, a Tennessee limited liability  
company, Surviving Party

Gentlemen:

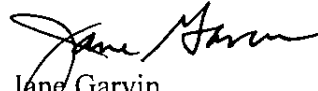
Enclosed are Articles of Merger of Limitless Exhibits LLC, a Florida limited liability  
company, with and into Limitless Exhibits LLC, a Tennessee limited liability company, effective  
April 20, 2015. The Plan of Merger is attached to the Articles of Merger.

Also enclosed is our firm check in the amount of \$50 in payment of the anticipated filing  
fee. If you find all to be in order, please file the Articles of Merger and return the evidence of  
filing to the undersigned in the enclosed, postage prepaid envelope.

Should you require additional information, please feel free to contact me at the telephone  
number shown above or at jgarvin@martintate.com.

We appreciate your cooperation in this regard.

Very truly yours,

  
Jane Garvin  
Paralegal

JG  
Enclosures

15 APR 20 PM 12:41

**ARTICLES OF MERGER  
OF  
LIMITLESS EXHIBITS LLC  
(a Florida limited liability company)  
INTO  
LIMITLESS EXHIBITS LLC  
(a Tennessee limited liability company)**

L 10000122050

Pursuant to the provisions of Chapter 605 of the Florida Revised Limited Liability Company Act (the "Act"), the undersigned hereby submits these Articles of Merger and states as follows:

1. The Plan and Agreement of Merger of Limitless Exhibits LLC, a Florida limited liability company ("Florida Limitless") with and into Limitless Exhibits LLC, a Tennessee limited liability company (the "Company") is attached hereto and incorporated into these Articles of Merger in its entirety.

2. The Plan and Agreement of Merger was approved by the Sole Member of Florida Limitless in accordance with the provisions of Sections 605.1021- 605.1026 of the Act, and was approved by the Sole Member of the Company in accordance with the laws of the State of Tennessee.

3. Limitless Exhibits LLC, a Florida limited liability company, is the non-surviving entity.

4. Limitless Exhibits LLC, a Tennessee limited liability company, shall survive the merger.

5. The Company is not qualified to transact business in the State of Florida and agrees that it may be served with service of process in the State of Tennessee at the following address:

Martin Tate Morrow & Marston, PC  
Attention: Jonathan A. Lindsey  
6410 Poplar Avenue, Suite 1000  
Memphis, TN 38119

6. The Company has agreed to pay to any members of Florida Limitless with appraisal rights the amount to which such members are entitled under the provisions of Section 605.1006 and 605.1061 – 605.1072 of the Act.

7. The Sole Member of Florida Limitless, in that certain Written Consent and Authorization of the Sole Member of Florida Limitless and the Company, has expressly waived all appraisal rights pursuant to Section 605.1006(2) of the Florida Revised Limited Liability Company Act.

8. These Articles of Merger shall be effective as of April 20, 2015.

[Signature Page Follows]

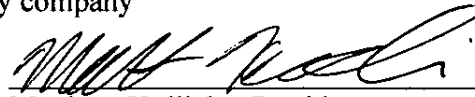
Dated this 6<sup>th</sup> day of April, 2015.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

15 APR 20 PM 12:41

LIMITLESS EXHIBITS LLC, a Florida limited liability company


By:



Matthew Hrdlicka, President

LIMITLESS EXHIBITS LLC, a Tennessee limited liability company

By:



Matthew Hrdlicka, President

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION

15 APR 20 PM 12:41

**PLAN AND AGREEMENT OF MERGER  
OF  
LIMITLESS EXHIBITS LLC  
(a Florida limited liability company)  
With and Into  
LIMITLESS EXHIBITS LLC  
(a Tennessee limited liability company)**

**THIS PLAN AND AGREEMENT OF MERGER** ("Plan of Merger") is made this 6th day of April, 2015, between Limitless Exhibits LLC, a Florida limited liability company (the "Florida Limitless"), and Limitless Exhibits LLC, a Tennessee limited liability company (the "Company").

**WITNESSETH:**

**WHEREAS**, Matt Hrdlicka is the Sole Member of Florida Limitless and of the Company, and in order to simplify his business organization, the Sole Member desires to merge Florida Limitless with and into the Company; and

**WHEREAS**, the Sole Member of Florida Limitless and the Company has deemed it advisable and generally to the advantage and welfare of all parties that Florida Limitless merge with and into the Company under and pursuant to the provisions of the Florida Revised Limited Liability Company Act and the Tennessee Revised Limited Liability Company Act.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. **MERGER.** Florida Limitless shall be, and it is hereby merged with and into the Company.
2. **EFFECTIVE DATE.** This Plan of Merger shall become effective at the close of business on April 20, 2015, the time of such effectiveness being hereinafter called the Effective Date.
3. **SURVIVING BUSINESS ENTITY.** The Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Tennessee, but the separate legal existence of Florida Limitless shall cease forthwith upon the Effective Date. The principal executive office of the surviving Company is 2000 Highway 70, Gallaway, Tennessee 38036. A copy of the Plan and Agreement of Merger is on file at this principal executive office.
4. **AUTHORIZED MEMBERSHIP INTEREST.** The sole membership interest of

the Company following the Effective Date shall not be changed in the merger.

5. **ARTICLES OF ORGANIZATION.** The Articles of Organization of the Company shall be the Articles of Organization of the Company following the Effective Date unless and until the same shall thereafter be amended or repealed in accordance with the provisions thereof and the laws of the State of Tennessee.
6. **OPERATING AGREEMENT.** The Operating Agreement of the Company as it exists on the Effective Date shall be the Operating Agreement of the Company following the Effective Date unless and until the same shall thereafter be amended or repealed in accordance with the provisions thereof.
7. **OFFICERS.** The Officers of the Company before the Effective Date shall be the Officers of the Company immediately after the Effective Date of the merger. The Officers shall serve in such positions, respectively, at the pleasure of the Sole Member, or until their respective successors are selected and qualified.
8. **FURTHER ASSURANCE OF TITLE.** If at any time the Company shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Company any right, title or interest of Florida Limitless held immediately prior to the Effective Date, Florida Limitless and its proper officers shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title or interest in the Company as shall be necessary to carry out the purposes of this Plan of Merger, and the Company and the proper officers thereof, are fully authorized to take any and all such actions in the name of Florida Limitless or otherwise.
9. **CANCELLATION OF MEMBERSHIP INTEREST IN FLORIDA LIMITLESS.** Forthwith upon the Effective Date, the membership interest in Florida Limitless shall be terminated, and no cash or membership interests of the Company shall be issued in respect thereof.
10. **RIGHTS AND LIABILITIES OF THE COMPANY.** At and after the Effective Date, the Company 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 of the parties hereto; all debts due to Florida Limitless or whatever accounts shall be vested in the Company; all claims, demands, property, rights, privileges, power and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Company as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in Florida Limitless shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Company; all rights of creditors and all liens upon any property of either of the parties hereto shall be preserved unimpaired, limited in lien to the



property affected by such lien at the effective time of the merger; and the Company shall indemnify and hold harmless the member, officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

11. **SERVICE OF PROCESS ON THE COMPANY.** The Company agrees that it may be served with process in the State of Tennessee pursuant to the provisions of the Tennessee Revised Limited Liability Company Act in any proceeding for enforcement of any obligation of Florida Limitless as well as for the enforcement of any obligation of the Company arising from the merger.


The address for service of process is Martin Tate Morrow & Marston PC,  
Attention: Jonathan A. Lindsey, 6410 Poplar Avenue, Suite 1000, Memphis,  
Tennessee 38119.

12. **EXPENSES OF MERGER.** The Company shall pay all expenses of carrying this Plan of Merger into effect and of accomplishing the merger.

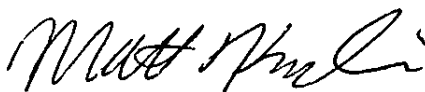
**[Signature page follows]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Plan and Agreement of Merger to be executed by an authorized officer of Florida Limitless and an authorized officer of the Company.

LIMITLESS EXHIBITS LLC, a Florida limited liability company

By:   
Matt Hrdlicka, President

LIMITLESS EXHIBITS LLC, a Tennessee limited liability company

By:   
Matt Hrdlicka, President

STATE OF FLORIDA  
DIVISION OF CORPORATE  
15 APR 20 PM 12:41