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**MERGER OR SHARE EXCHANGE
RIGNEY RACING FLORIDA LLC**

Certificate of Status	0
Certified Copy	0
Page Count	01
Estimated Charge	\$50.00

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**Certificate of Merger
For
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
Rigney Racing LLC	Kentucky	Limited liability company
Rigney Racing Florida, LLC	Florida	Limited liability company

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>
Rigney Racing Florida LLC	Florida	Limited liability company

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:

N/A

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:



a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address:

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Rigney Racing LLC		Tammala Rigney
Rigney Racing Florida, LLC		Tammala Rigney

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

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan") is made as of the 31st day of August, 2013, by and between RIGNEY RACING LLC, a Kentucky limited liability company (the "Merging Entity"), and RIGNEY RACING FLORIDA LLC a Florida limited liability company (the "Surviving Entity" and, together with the Merging Entity, the "Constituent Entities").

PRELIMINARY STATEMENTS

The Constituent Entities deem it to be in the best interests of the Constituent Entities and their members that the Constituent Entities engage in a statutory merger under the applicable laws of the Commonwealth of Kentucky and the State of Florida in which the Merging Entity shall merge with and into the Surviving Entity pursuant to the terms and conditions hereinafter set forth; and

The respective managers and members of the Constituent Entities have approved and adopted this Plan in accordance with the applicable laws of the Commonwealth of Kentucky.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual agreements herein contained, the parties hereto do hereby agree as follows:

1. **Merger.** At the time and on the date specified in the Articles of Merger to be filed with the Secretary of State of Kentucky and the Secretary of State of Florida (such date and time being herein referred to as the "Effective Time"), (a) the Merging Entity shall be merged with and into the Surviving Entity under the applicable laws of the Commonwealth of Kentucky and the State of Florida; (b) the Surviving Entity shall be the surviving business entity and shall continue in existence after the Effective Time in accordance with applicable law; and (c) the separate existence of the Merging Entity shall cease. As a result of the merger, limited liability for the members of the Surviving Entity shall be retained pursuant to this Plan and the laws of the State of Florida.

2. **Effect of Merger.** At the Effective Time, each Membership Interest of the Merging Entity that is issued and outstanding immediately prior to the Effective Time shall, by operation of law, be cancelled and shall cease to be outstanding.

3. **Articles of Organization and Operating Agreement.** The Articles of Organization and Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Time shall remain unchanged and continue (until amended or repealed as provided by applicable law) to be the Articles of Organization and Operating Agreement of the Surviving Entity as the surviving business entity on and after the Effective Time; provided however, that Article I of the Articles of Organization of the Surviving Entity shall be amended to read in its entirety as follows:

"ARTICLE I – Name:

The name of the Limited Liability Company is: Rigney Racing LLC."

4. **Managers and Officers.** At the Effective Time, the Managing Members and officers of the Surviving Entity, as the surviving business entity, shall consist of the Managing Members and officers of the Surviving Entity immediately prior to the Effective Time.

5. **Further Assurances.** If at any time the Surviving Entity as the surviving business entity shall consider or be advised that any further assignments, conveyances or assurances are necessary or desirable to vest, perfect or confirm in the surviving business entity title to any property or rights of the Merging Entity, or otherwise carry out the provisions hereof, the proper officers and Managers of the Merging Entity, as of the Effective Time, and thereafter the officers and Managers of the Surviving Entity as the surviving business entity acting on behalf of the Merging Entity, shall execute and deliver any and all property assignments, conveyances and assurances, and do all things necessary or desirable to vest, perfect or confirm title to such property or rights in the Surviving Entity as the surviving business entity and otherwise carry out the provisions hereof.

6. **Principal Office of Surviving Entity.** The location of the principal office of the Surviving Entity is 4201 Bayshore Blvd., Tampa, Florida 33611.

7. **Termination.** The Plan may be terminated and the proposed merger abandoned at any time before the Effective Time of the merger if the managers of any of the Constituent Entities duly adopt a resolution abandoning the Plan.

8. **Governing Law.** The Plan shall be governed by and construed in accordance with the applicable laws of the [State of Florida] Commonwealth of Kentucky.

[remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the parties hereto have caused this Plan to be executed by their duly authorized managers as of the date first set forth above.

"SURVIVING ENTITY"

RIGNEY RACING FLORIDA LLC

By: Tammala Rigney
Tammala Rigney, Managing Member

"MERGING ENTITY"

RIGNEY RACING LLC

By: Tammala Rigney
Tammala Rigney, Member