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L990000008716

C T CORPORATION SYSTEM /Melanie Strickland

660 East Jefferson Street

Requestor's Name

Tallahassee, Florida 32301

Address

(850) 222-1092

City

State

Zip

Phone

CORPORATION(S) NAME

800003067598--9

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*****70.00 *****50.00

LFG, LLC

into:

Forging Ahead, LLC

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

99 DEC 13 AM 11:04

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Thanks, Melanie 😊

DEC 13

Today Please

ARTICLES OF MERGER
Merger Sheet

MERGING:

LFG, LLC, A KENTUCKY LIMITED LIABILITY COMPANY

into

FORGING AHEAD, LLC, a Florida entity L99000008716

File date: December 13, 1999

Corporate Specialist: Michael Mays

**ARTICLES OF MERGER
OF
LFG, LLC
WITH AND INTO
FORGING AHEAD, LLC**

The following Articles of Merger are being submitted by the undersigned in accordance with section 608.4382, Florida Statutes:

- FIRST:** The name of the merging entity is LFG, LLC, a Kentucky limited liability company ("Kentucky Company"). The Kentucky Company is organized under the laws of the Commonwealth of Kentucky and the address of its principal office is 596 Triport Road, Georgetown, Kentucky 40324.
- SECOND:** The name of the surviving entity in the merger is Forging Ahead, LLC, a Florida limited liability company ("Florida Company"). The Florida Company is organized under the laws of the State of Florida and the address of its principal office is 1029 Admiralty Parade East, Naples, Florida 34102.
- THIRD:** The attached Agreement and Plan of Merger meets the requirements of section 608.438, Florida Statutes, and was approved by each limited liability company that is a party to the merger in accordance with Chapter 608, Florida Statutes.
- FOURTH:** The merger is permitted under the laws of the Commonwealth of Kentucky and the State of Florida and is not prohibited by any agreement or Articles of Organization of either limited liability company that is a party to the merger.
- FIFTH:** The merger shall become effective as of the date the Articles of Merger are filed with the Florida Department of State.
- SIXTH:** The Articles of Merger comply and were executed in accordance with the laws of the Commonwealth of Kentucky and the State of Florida.

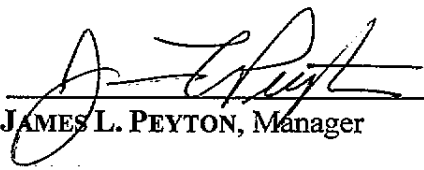
Dated: December __, 1999. __

LFG, LLC

By: _____


JAMES L. PEYTON, Manager

FORGING AHEAD, LLC

By: 
JAMES L. PEYTON, Manager

LEX:509875.1

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is entered into and effective as of the _____ day of December, 1999, by and between (i) LFG, LLC, a Kentucky limited liability ("Kentucky Company"), and (ii) FORGING AHEAD, 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 upon the filing of Articles of Merger with the Secretary of State of Kentucky and 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 chooses 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 proper officers and directors of the Kentucky Company shall be deemed to have 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 President 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 UNITS.

2.1 *Conversion of Units.* At the Effective Time:

(a) Each Unit of the Kentucky Company 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 Unit of the Florida Company.

(b) Each interest in the Florida Company held immediately prior to the Effective Time by a Member of the Florida Company shall be canceled and no consideration issued in respect thereof.

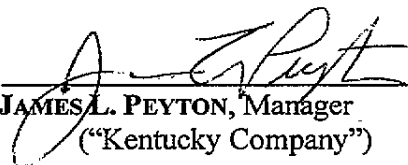
3. **EXCHANGE OF UNITS.** As soon as practicable after the Effective Time, and upon surrender to the Florida Company of any certificate which prior to the Effective Time shall have represented any Units of the Kentucky Company, the Florida Company shall cause to be distributed to the person in whose name such certificate shall have been registered a certificate for the number of Units of the Florida Company into which the Units of the Kentucky Company previously represented by the surrendered certificate shall have been converted at the Effective Time. Until surrendered as contemplated by the preceding sentence, each certificate which immediately prior to the Effective Time shall have represented any Units of the Kentucky Company shall be deemed at and after the Effective Time to represent only the right to receive the Units of the Company into which it shall have been converted.

4. **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.

5. **GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky 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.

LFG, LLC

By: 
JAMES L. PEYTON, Manager
("Kentucky Company")

FORGING AHEAD, LLC

By: 
JAMES L. PEYTON, Manager
("Florida Company")