

CORP DIRECT AGEN...
103 N. MERIDIAN ST...
TALLAHASSEE, FL 32301
222-1173

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merger

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(18)

FILING COVER SHEET
ACCT. #FCA-14

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-07/22/02--01062--010
****107.50 ****107.50

CONTACT: Pam

DATE: 7-19-02

REF. #: 0345-7940

MJH

CORP. NAME: NTS-Properties Plus Ltd. merging into
Orig, LLC

- ARTICLES OF INCORPORATION
- ARTICLES OF AMENDMENT
- ARTICLES OF DISSOLUTION
- ANNUAL REPORT
- TRADEMARK/SERVICE MARK
- FICTITIOUS NAME
- FOREIGN QUALIFICATION
- LIMITED PARTNERSHIP
- LIMITED LIABILITY
- REINSTATEMENT
- MERGER
- WITHDRAWAL
- CERTIFICATE OF CANCELLATION
- UCC-1
- UCC-3
- OTHER:

RECEIVED
02 JUL 19 PM 3:03
SECRETARY OF STATE
TALLAHASSEE FLORIDA
02 JUL 19 PM 2:04
FILED

STATE FEES PREPAID WITH CHECK# 502748 FOR \$ 107.50

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$

PLEASE RETURN:

- CERTIFIED COPY
- CERTIFICATE OF GOOD STANDING
- PLAIN STAMPED COPY
- CERTIFICATE OF STATUS

Examiner's Initials

ARTICLES OF MERGER
Merger Sheet

MERGING:

NTS-PROPERTIES PLUS LTD., A24456, A FLORIDA LIMITED PARTNERSHIP

INTO

ORIG, LLC, a Kentucky entity, M02000001842

File date: July 19, 2002

Corporate Specialist: Michelle Hodges

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>NTS-Properties Plus Ltd.</u> <u>c/o Gemisys</u> <u>7103 South Revere Parkway</u> <u>Englewood, CO 80112</u>	<u>Florida</u>	<u>Limited Partnership</u>
Florida Document/Registration Number: <u>A24456</u>		FEI Number: <u>61-1126478</u>
2. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

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SECRETARY OF STATE
TALLAHASSEE FLORIDA

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>ORIG, LLC</u> <u>10172 Linn Station Road</u> <u>Louisville, Kentucky 40223</u>	<u>Kentucky</u>	<u>Limited Liability</u> <u>Company</u>

Florida Document/Registration Number: M02000001842 FEI Number: 61-1324094

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

Date of filing.

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

<u>Name of Entity</u>	<u>Signature(s)</u>	<u>Typed or Printed Name of Individual</u>
<u>NTS-Properties Plus Ltd.</u>	<u>X [Signature]</u>	<u>J.D. Nichols, Managing General Partner of NTS-Properties Plus Associates, General Partner</u>
<u>ORIG, LLC</u>	<u>X [Signature]</u>	<u>J.D. Nichols, Manager</u>
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(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each **merging** party are as follows:

Name

Jurisdiction

SEE ATTACHED AGREEMENT AND PLAN OF MERGER.

SECOND: The exact name and jurisdiction of the **surviving** party are as follows:

Name

Jurisdiction

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

(Attach additional sheet(s) 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 other securities of the survivor, in whole or in part, into cash or other property are as follows:

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

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,
Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

EIGHTH: Other provisions, if any, relating to the merger:

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is being entered into this 1st day of March, 2002, by and between ORIG, LLC, a Kentucky limited liability company ("**ORIG**"), and NTS-Properties Plus Ltd., a Florida limited partnership ("**NTS**").

RECITALS

A. ORIG, NTS-Properties Plus Associates, a Kentucky limited partnership and the general partner of NTS (the "**General Partner**"), and Ocean Ridge Investments, Ltd., a Kentucky limited liability partnership affiliated with ORIG, the General Partner and NTS ("**Ocean Ridge**"), collectively own over 50% of the outstanding limited partnership interests in NTS (the "**Interests**") (collectively, ORIG, the General Partner and Ocean Ridge are referred to as the "**Majority Interest Holders**").

B. The Majority Interest Holders desire that NTS merge with and into ORIG with ORIG being the surviving entity.

C. The Manager of ORIG and the General Partner of NTS each have approved the Merger (as defined below) upon and subject to the terms and conditions set forth in this Agreement.

D. The Members of ORIG and the Majority Interest Holders have approved the Merger (as defined below) upon and subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I

THE MERGER

1.1 Merger. Upon and subject to the terms and conditions set forth in this Agreement and in accordance with the Kentucky Limited Liability Company Act (the "**Act**") and the Florida Revised Uniform Limited Partnership Act, as amended (the "**FRULPA**"), NTS shall be merged with and into ORIG (the "**Merger**"). Following the Merger, ORIG shall continue to exist as the surviving entity (sometimes referred to as "**Surviving Entity**") and the separate existence of NTS shall cease.

1.2 Filing and Effective Time. Upon fulfillment of the conditions set forth herein, ORIG shall execute and file with the Secretary of State of the State of Kentucky the Articles of Merger, appropriately completed and executed in accordance with Section 275.360 of the Act and NTS shall execute and file with the Secretary of State of the State of Florida the Articles of Merger, appropriately completed and executed in accordance with Section 620.203 of the FRULPA. The Merger shall become effective (the "**Effective Time**") upon the filing of the Articles of Merger with the Secretary of State of the State.

1.3. Effects of the Merger. At the Effective Time, the Merger shall have the following effects:

(a) The Articles of Organization of ORIG, as amended, shall be the Articles of Organization of the Surviving Entity and limited liability shall be retained by the Surviving Entity. No amendment to the Articles of Organization of ORIG is desired.

(b) The Operating Agreement of ORIG, as in effect immediately prior to the Effective Time, shall be the Operating Agreement of Surviving Entity.

(c) All rights, privileges, powers of every kind and all property, real, personal, tangible and intangible of NTS shall be deemed transferred to Surviving Entity without further act or deed; provided, however, that all liabilities and contracts of NTS as the same existed immediately prior to the Merger shall have been assumed by Surviving Entity, - which shall thereafter be fully responsible and liable therefor.

(d) Each outstanding Interest shall be canceled and each outstanding Interest held by those limited partners of NTS other than the Majority Interest Holders (the "**Minority Interest Holders**") shall be converted into the right to receive \$1.30 per Interest for Interests held by such Minority Interest Holders.

(e) No membership interests in Surviving Entity shall be issuable in respect of the canceled Interests.

1.4 Name and Business Address of Manager of Surviving Entity. The manager of the Surviving Entity is Mr. J.D. Nichols. The business address of Surviving Entity and Mr. Nichols is 10172 Linn Station Road Louisville, Kentucky 40223.

1.5 Service of Process in Florida. Pursuant to subsection (g)(2) of Section 620.203 of the FRULPA, Surviving Entity agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of NTS, including any suit or other proceeding to enforce the right of any dissenting partners of NTS pursuant to Section 620.205 of the FRULPA, and Surviving Entity shall irrevocably appoint the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceedings.

1.6. Further Assurances. From time to time after the Effective Date of the Merger, as and when requested by ORIG, or its successors and assigns, each of the respective officers and the general partner of NTS shall execute and deliver such deeds and other instruments and will take or cause to be taken such further action as shall be necessary in order to vest or perfect in or to confirm, of record or otherwise, in ORIG, title to and possession of, all the property, rights, privileges, powers, immunities and franchises of NTS and otherwise carry out the purposes of this Agreement.

ARTICLE II

CONDITIONS AND TERMINATION

2.1 Conditions. Each and every obligation of the parties under this Agreement will be subject to the satisfaction, at or before the Effective Time, to the condition that no action, suit, investigation or proceeding shall have been instituted or threatened against any of the parties to this Agreement, or any of the principals, officers, directors or managers of any of them, seeking to restrain, prevent or change the transactions contemplated hereby or questioning the validity or legality of any of such transactions or seeking damages in connection with any of such transactions.

2.2 Amendment. The General Partner hereby is authorized to amend this Agreement in its sole discretion and take any other action necessary or appropriate to ensure that the provisions of this Agreement comply with the Act, FRULPA, and any other applicable laws. By executing this Agreement each party hereby grants an irrevocable power of attorney to the General Partner to amend this Agreement as set forth in this Section 2.2.

2.3 Termination. Anything herein to the contrary notwithstanding, this Merger may be amended or terminated and abandoned by ORIG and/or NTS, as the case may be, at any time prior to the date each party files the Merger with each party's respective Secretary of State.

ARTICLE III

GENERAL

3.1 Partial Invalidity. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

3.2 Successors and Assigns. This Agreement shall not be assignable prior to the Effective Time of the Merger by either party without the prior written consent of the other party, but if assigned with such consent shall inure to the benefit of and be binding upon the successor or assign of the assigning party before the Effective Time of the Merger and thereafter the Surviving Entity.

3.3 Interpretation. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings of the several articles and sections herein are for convenience of reference only and shall not be a part of or affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on date first written above.

ORIG, LLC

By: /s/ J.D. Nichols
Its: Manager

NTS-PROPERTIES PLUS LTD.

By: NTS-Properties Plus Associates, a
Kentucky limited partnership and
general partner of NTS-Properties Plus
Ltd.

By: /s/ J. D. Nichols
Its: Managing General Partner

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