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(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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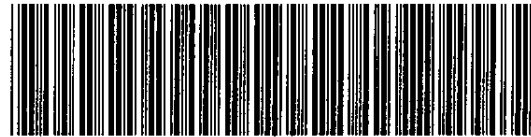
(Business Entity Name)

(Document Number)

Certified Copies ☒ Certificates of Status ☐

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*Effective date  
12-31-10*

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*12-30-10*

2010 DEC 28 P 2:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

# GKW&H

GIBSON, KOHL, WOLFF & HRIC, P.L.  
1800 Second Street, Suite 901  
Sarasota, Florida 34236

Reply To:  
P. O. Box 49823  
Sarasota, FL 34230  
Telephone: (941) 954-1359

**MICHAEL HRIC**  
*Attorney At Law*

Fax: (941) 953-2501

December 27, 2010

## VIA FEDERAL EXPRESS

Division of Corporations  
Department of State  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

Re: Suncoast Operations, Inc., a Florida corporation  
Southwest Development, Inc., a Kentucky corporation

Dear Sir/Madam:

Enclosed please find the original and one (1) copy of the executed Articles and Certificate of Merger for the above-named entity for filing with your office. A copy of the Plan of Merger is attached thereto as **Exhibit "A"**. We have enclosed our check in the amount of Eighty and 00/100 Dollars (\$80.00) to cover the following fees:

Filing Articles of Merger (\$35.00 each party)	\$ 70.00
Certified copy of Articles of Merger	<u>30.00</u>
	\$100.00

As indicated, Suncoast Operations, Inc., a Florida limited liability company is the surviving entity. Kindly forward to the undersigned the certified copy of the Articles and Certificate of Merger as filed, at your earliest convenience. Should you have any questions, please do not hesitate to contact our office. Thank you for your assistance in this matter.

Very truly yours,

  
Michael Hric

MH/sam  
Enclosures

**ARTICLES AND CERTIFICATE OF MERGER**

**FILED**  
2010 DEC 28 P 2:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Sections 607.1105 Florida Statutes, **SUNCOAST OPERATIONS, INC.**, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Suncoast") and **SOUTHWEST DEVELOPMENT, INC.**, a corporation organized and existing under the laws of the State of Kentucky (hereinafter referred to as "Southwest"), both hereby adopt the Plan of Merger described below for the express purpose of the merger of Suncoast Florida and Southwest, with Suncoast to survive the merger contemplated herein.

**ARTICLE I**

The Plan of Merger authorized by and between Suncoast and Southwest, duly executed by the officers, managers, managing members or members of each above named corporation, a copy of which is attached hereto as **Exhibit "A"** and is incorporated herein by reference was unanimously adopted by the members of Suncoast and Southwest each on December 1, 2010.

**ARTICLE II**

The Articles of Incorporation of Suncoast, as previously filed with the Department of State for the State of Florida, shall continue in full force and effect as so filed and shall not be changed, modified or amended in any manner due solely to the merger as contemplated herein.

**ARTICLE III**

This merger is permitted under both Florida law and Kentucky law, Suncoast and Southwest intend that the separate existence of Southwest be cancelled upon the effective date of the Merger. If required by applicable law, Suncoast agrees (1) it may be served with process in any proceeding for enforcement of any obligation of Suncoast arising from the merger and (2) appoints the Kentucky Secretary of State as its agent for service of process in any such proceeding. Such address to which a copy of process may be mailed or otherwise sent is: 215 StanleyReed Court, Maysville, Kentucky 41056.

**ARTICLE IV**

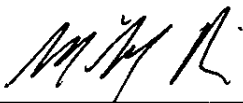
The effective date and time of the Merger, December 31, 2010 or as shall otherwise be as provided by applicable law and the Plan of Merger.

**ARTICLE V**

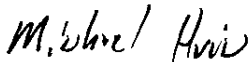
The aforementioned Plan of Merger has been approved in accordance with the procedures outlined in Chapter 607, Florida Statutes and Chapter 271, Kentucky Revised Statutes, by each domestic corporation and each other business entity that is a party to this merger in accordance with the applicable laws of the government jurisdiction in which such entity is formed or organized.

IN WITNESS WHEREOF, the parties to these Articles and Certificate of Merger have caused them to be duly executed by their respective authorized officers or other relevant persons.

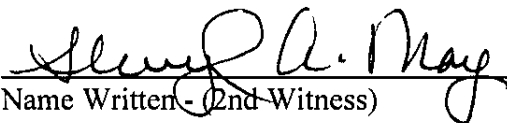
Signed, sealed and delivered in the presence of:



Name Written – (1st Witness)



Name Printed – (1st Witness)



Name Written – (2nd Witness)



Name Printed – (2nd Witness)

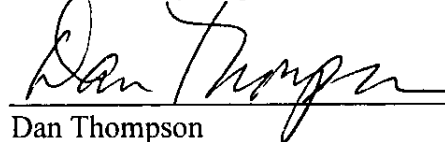
SUNCOAST OPERATIONS, INC.,  
a Florida corporation

By: 

Dan Thompson,

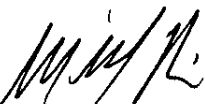
As: President

SOUTHWEST DEVELOPMENT, INC.,  
a Kentucky corporation

By: 

Dan Thompson

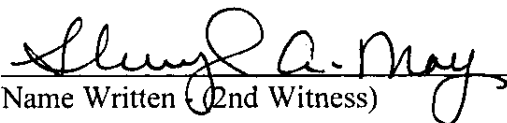
As: President



Name Written – (1st Witness)



Name Printed – (1st Witness)



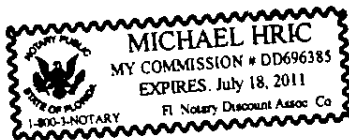
Name Written – (2nd Witness)



Name Printed – (2nd Witness)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2010, by Dan Thompson, as President of Suncoast Operations, Inc., a Florida corporation, and by Dan Thompson, as President of Southwest Development, Inc., a Kentucky corporation, who [ Y ] is personally known or [     ] produced \_\_\_\_\_ for valid identification.



M. Hric  
NOTARY PUBLIC  
Name Printed: Michael Hric  
My Commission Expires: 7/18/2011  
Commission No.: 90676785

EXHIBIT "A"

**AGREEMENT AND PLAN OF REORGANIZATION**

THIS AGREEMENT AND PLAN OF REORGANIZATION made this 15<sup>th</sup> day of December, 2010, by and between **SUNCOAST OPERATIONS, INC.**, a corporation organized under the laws of the State of Florida, (hereinafter referred to "SO") and **SOUTHWEST OPERATIONS, INC.**, a corporation organized under the laws of the State of Kentucky, (hereinafter referred to as "SW".)

**W I T N E S S E T H :**

WHEREAS, the Board of Directors of both SO and SW, respectively, deem it advisable and generally to the welfare of each Corporation and their respective Shareholders that SW merge into SO and become a wholly owned subsidiary of SO under the terms and conditions hereinafter set forth, such merger to be effected pursuant to the Florida Business Corporation Law and the corporate law as now existing and in force in the State of Kentucky.

NOW, THEREFORE, in consideration of the premises and mutual agreements, provisions, representations, covenants and other provisions hereinafter contained, it is agreed by and between the parties hereto as follows:

1. **Reorganization.** SW shall be and it hereby is merged into SO. Hereinafter, the reorganization shall be referred to as the "merger".

2. **Surviving Corporation** SO shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate existence of SW other than as a wholly owned subsidiary of SO shall cease on the Effective Date of merger except as may be required to be continued by law or in order to carry out the purposes of this Agreement or windup its separate affairs.

3. **Authorized Capital.** The authorized capital stock of SO following the Effective Date, as provided in its Articles of Incorporation, shall continue as reflected in its Articles of Incorporation on the date hereof and each authorized share shall continue to have any stated par value.

4. **Certificate of Articles.** The purpose, the registered agent, the address of the registered office, number of Directors and the capital stock of SO shall remain as appears in the Articles of Incorporation as on file with the office of the Secretary of State of the State of Florida on the date of this Agreement until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation herein upon any Shareholder or Director or officer of or upon any other person whomsoever are subject to this reserve power. The terms and provisions of the Articles of Incorporation are incorporated in this Agreement.

5. **Bylaws.** The Bylaws of SO at the effective time of the merger shall be the Bylaws of the surviving corporation, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

6. **Board of Directors.** The members of the Board of Directors and the officers of SO on the Effective Date of the merger shall be those persons who were members of the Board of Directors and officers, respectively, of SW immediately prior to said Merger Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws, or until their respective successors are elected and qualified. If, on the Effective Date of the merger, any vacancy exists on the Board of Directors of SW, that vacancy may be filled in the manner provided in the Bylaws of the surviving corporation.

7. **Manner of Conversion.** At the effective time of the merger, and without any action on the part of any holder thereof, each one (1) full share of Common Stock of SW exclusive of shares held in treasury, if any, shall be converted into and become one (1) share of Common Stock, exclusive of fractional shares held in the treasury, of SO. Each fractional share of Common Stock of SW shall be converted into and become an equivalent fractional share of Common Stock of SO.

8. **Rights of Shareholders.** On and after the Effective Date of merger, each holder of a certificate or certificates which theretofore represented shares of Common Stock of SW to have any rights as a Shareholder of SW except such as expressly reserved to such Shareholders by statute, and each outstanding certificate which heretofore represented shares of Common Stock of SW shall, for all purposes, represent the requisite number of shares of Common Stock of SO, as provided in Paragraph 7 above. On and after the Effective Date of merger, any holder of a certificate or certificates which theretofore represented shares of Common Stock of SW may, but shall not be required to, surrender the same to the Transfer Agent of SO and shall thereupon be entitled to receive, in exchange therefor, a certificate or certificates representing the requisite number of shares of Common Stock of SO into which the shares of Common Stock of SW theretofore represented by such certificate or certificates shall have been converted as provided in Paragraph 7 above.

9. **Right and Liabilities of Surviving Corporation.** At and after the effective time of the merger, SO 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 Corporation; all debts due to either of said Corporations, on whatever account, shall be vested in SO as they were of the respective Corporations; all rights of creditors and all liens upon any property of either of said Corporation shall be preserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities and duties of the respective corporations shall thenceforth attach to SW and may be enforced against it to the extent as if such debts, liabilities and duties have been incurred or contracted by it; and SW shall indemnify and hold harmless the officers and Directors of each of the corporations against all such debts, liabilities and duties and against all claims and demands arising out of the merger.

10. **Further Assurance of Title.** As and when requested by SW or by its successors or assigns, SO will execute and deliver or cause to be executed and delivered all such deeds and instruments and will take, or cause to be taken, all such further actions as SO may deem necessary or desirable in order to vest in and confirm to SW title to the possessions of any property of either of said Corporations acquired by reason or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the officers and Directors of SO and the officers and Directors of SW are fully authorized in the name of SO or otherwise to take any and all such action. As and when requested by the present Shareholders of SW, the Board of Directors and officers of SO in the name of and on behalf of SO agree to take such action or execute and delivery such documents or instruments to the Shareholder of SW as said Shareholders may deem necessary or appropriate to carry out and effect this Agreement and Plan of Reorganization.

11. **Director/Shareholder Approvals.** This agreement has been submitted to the Directors and Shareholders at SW for their consent and approval in accordance with the Florida Business Corporation Act on December 1, 2010 and was approved and adopted unanimously. This Agreement has been submitted to the Directors and Shareholders of SO for their consent and approval in accordance with corporate law now existing and in force in the State of Kentucky on December 1, 2010 and was approved and adopted unanimously. The fact that this Agreement has been adopted and approved as above provided shall be certified by the respective corporate secretaries and this Agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the State of Florida.

12. **Effective Date and Time of Merger.** The merger of SW into SO shall become effective upon filing this instrument and a related Certificate and Articles of Merger with appropriate jurisdictions.

13. **Plan of Reorganization.** This Agreement and Plan or Reorganization constitutes a Plan or Reorganization to be carried out in the manner, and on the terms, and subject to the conditions set forth herein, and is intended by the parties to qualify as a reorganization described in an contemplated by Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

14. **Termination.** This Agreement and Plan or Reorganization may be terminated and abandoned by action of the Board of Directors of SW or SO at any time prior to the Effective Date, whether before or after approval by the Shareholders of the two corporate parties hereto.

15. **Entire Agreement.** This Agreement embodied the entire agreement between the parties hereto. There have been and are not agreements, covenants, representations or warranties between the parties other than those expressly state or expressly proved for in this Agreement.

16. **Successors.** This Agreement shall inure to the benefit of and be binding upon SW and SO and their respective successors and assigns; nothing in this Agreement, expressed or implied, is intended to confer upon any other person any right or remedy upon or by reason of this Agreement.

17. **Subsidiaries.** Each corporation a party hereto represents and warrants to the other that it has no subsidiary of any kind or nature.



18. **Law.** This Agreement and Plan or Reorganization shall be interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the corporate parties hereto, pursuant to authority duly granted by the Board of Directors has caused this Agreement and Plan or Reorganization to be executed by the President and Secretary of each respective party and its corporate seal to be hereunto affixed.

ATTEST:

By: Barbara Thompson  
Print Name: Barbara Thompson  
As: Secretary

SUNCOAST OPERATIONS, INC.,

a Florida corporation  
By: Dan Thompson President  
DAN THOMPSON  
As: President

ATTEST:

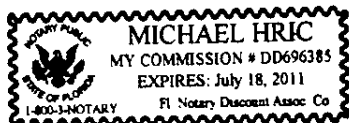
By: Barbara Thompson  
Print Name: Barbara Thompson  
As: Secretary

SOUTHWEST OPERATIONS, INC.,

a Kentucky corporation  
By: Dan Thompson President  
DAN THOMPSON  
As: President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2010, by DAN THOMPSON, as President of SUNCOAST OPERATIONS, INC. a Florida corporation, and by DAN THOMPSON, as President of SOUTHWEST OPERATIONS, INC., a Kentucky Corporation, [x] who is personally known to me or [ ] who produced \_\_\_\_\_ for valid identification.



Michael Hric  
NOTARY PUBLIC  
Name Printed: Michael Hric  
My Commission Expires: 7/18/2011  
Commission No.: 00696385