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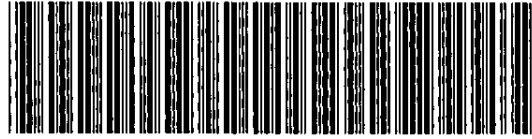
(Business Entity Name)

(Document Number)

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 OCT 25 PM 3:07

OCT 31 2012
T. ROBERTS

SALPETER GITKIN, LLP
Attorneys at Law

October 24, 2012

Via Federal Express
Tracking #7939 2190 1813
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: Stud Manning, Inc. – Articles of Incorporation & Articles of Merger

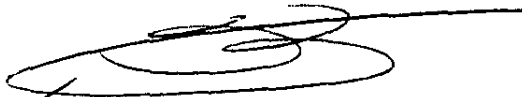
To Whom It May Concern:

Enclosed please find the following documents for processing and recording:

1. Originally Executed Articles of Incorporation for Stud Manning, Inc.
2. Originally Executed Articles of Merger with Agreement and Plan of Merger.
3. Check #3600 in the amount of \$140.00 representing the fees for the Articles of Incorporation and Articles of Merger.

To the extent you should have any questions or comments, please do not hesitate to contact me.

Very truly yours,


Eric T. Salpeter
For the Firm

ETS/sd
Enclosures

12 OCT 25 PM 3: 07

ARTICLES OF MERGER
(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Stud Manning, Inc.</u>	<u>Florida</u>	<u>P12 - 90670</u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Stud Manning, Inc.</u>	<u>Kentucky</u>	<u>0755694</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____ / ____ / ____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on October 24, 2012.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on October 24, 2012.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

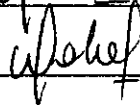
Typed or Printed Name of Individual & Title

Stud Manning, Inc., FL



William Saba

Stud Manning, Inc., KY



William Saba

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of October 24 2012, by and between STUD MANNING, INC., a corporation organized in the Commonwealth of Kentucky bearing document number 0755694 (the "Merging Corporation"), and STUD MANNING, INC., a Florida corporation with its principal place of business located at 17201 Collins Avenue, Suite 2507, Sunny Isles Beach, FL 33160 bearing Federal Employment Identification Number 46-0525029 (the "Surviving Corporation").

WITNESSETH

WHEREAS, management of the Merging Corporation has decided that the best interests of the business would be to incorporate in the state of Florida and to discontinue all legal ties to the Commonwealth of Kentucky;

WHEREAS, management of the Merging Corporation has decided to reincorporate the business in Florida by forming the Surviving Corporation in the state of Florida to which all of the Merging Corporation's assets and liabilities will be contributed solely in exchange for the Surviving Corporation's stock, and the stock received will be immediately distributed to the sole shareholder of the Merging Corporation;

WHEREAS, as of the effectiveness of the merger, the business of the Merging Corporation will continue to operate exclusively through the Surviving Corporation and the Merging Corporation will be dissolved in the Commonwealth of Kentucky;

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a tax-free reorganization pursuant to Section 368(a)(1)(F) of the Internal Revenue Code, as amended;

WHEREAS, the Merging Corporation is a corporation organized and existing pursuant to the laws of the Commonwealth of Kentucky;

WHEREAS, the Surviving Corporation is a corporation organized and existing pursuant to the laws of the State of Florida;

WHEREAS, the sole Director and Shareholder of the Merging Corporation and the sole Director and Shareholder of the Surviving Corporation have approved the merger of the Merging Corporation with and into the Surviving Corporation on the terms and subject to the conditions set forth in this Agreement (the "Merger"); and

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
THE MERGER

Section 1.1 Merger and Surviving Corporation.

(a) Subject to the terms and conditions of this Agreement, at the Effective Date, the Merging Corporation shall be merged with and into the Surviving Corporation in accordance with the provisions of Section 271B.11-070 of the Kentucky Business Corporation Act and Section 607.1107 of the Florida Business Corporation Act, and the separate existence of the Merging Corporation shall cease.

(b) The Articles of Incorporation and the Bylaws of the Surviving Corporation as in effect immediately prior to the Effective Date shall be the Articles of Incorporation and the Bylaws of the Surviving Corporation.

(c) The location of the principal office shall be the Surviving Corporation's principal office as identified in its Articles of Incorporation.

Section 1.2 Effective Date of the Merger.

The Merger shall become effective as of the filing of the Articles of Merger with the Florida Department of State, Division of Corporations (the "Effective Date"). The Merger shall be filed simultaneously with or as soon as practicable after the closing of the transactions contemplated by this Agreement.

Section 1.3 Manner and Basis of Converting the Shares of Merging Corporation and Surviving Corporation

At the Effective Date, by virtue of the Merger and without any action on the part of any Shareholder of the Merging Corporation or the Surviving Corporation, the Stock of the Merging Corporation will be canceled and the Merging Corporation shall receive all the stock of the Surviving Corporation, and the Stock received by the Merging Corporation will be immediately distributed to the sole shareholder of the Merging Corporation.

Section 1.4 Closing.

The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at the principal offices of the Surviving Corporation at such other time and place as the Merging Corporation and the Surviving Corporation shall agree (the date on which the Closing occurs is referred to in this Agreement as the "Closing Date").

ARTICLE II
GENERAL PROVISIONS

Section 2.1 Entire Agreement.

This Agreement (including the documents and instruments to be executed in connection herewith or referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof (other than any written confidentiality agreement that may have been entered by or among any of the parties, and (b) may not be amended except by an instrument in writing signed on behalf of each of the parties hereto and in compliance with applicable law.

Section 2.2 Waiver.

At any time prior to the Effective Date, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant thereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

Section 2.3 Interpretation.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, unless a contrary intention appears, (i) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision and (ii) reference to any Article or Section means such Article or Section hereof. No provision of this Agreement shall be interpreted or construed against any party hereto solely because such party or its legal representative drafted such provision.

Section 2.4 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Merger is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner to the fullest extent permitted by applicable law in order that the Merger may be consummated as originally contemplated to the fullest extent possible.

Section 2.5 Governing Law.

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of Florida. Any action, suit, arbitration or other proceeding arising out of or related to this Agreement shall be conducted only in Miami-Dade County, Florida. If any action, suit, arbitration or other proceeding arising out of or related to this Agreement is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.


Section 2.6 Counterparts.


This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

The parties hereto have caused this Agreement to be signed and delivered as of the date first written above.

STUD MANNING, INC. (MERGING)
A Kentucky Corporation

STUD MANNING INC. (SURVIVING)
A Florida corporation

By: 
William Saba, Sole Director & Shareholder

By: 
William Saba, Sole Director and Shareholder