

L00000011479

Ed Tribble
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Requester's Name

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Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. MELODY FARMS LLC _____
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

Ed Tribble GAVE
AUTHORIZATION BY PHONE TO
CORRECT Plan of merger
DATE 9-21-00
DOC. EXAM. JB

- Walk in Pick up time _____
 Mail out Will wait Photocopy Certified Copy
 Certificate of Status

NEW FILINGS

- Profit
 Not for Profit
 Limited Liability
 Domestication
 Other

OTHER FILINGS

- Annual Report
 Fictitious Name

AMENDMENTS

- Amendment
 Resignation of R.A., Officer/Director
 Change of Registered Agent
 Dissolution/Withdrawal
 Merger

REGISTRATION/QUALIFICATION

- Foreign
 Limited Partnership
 Reinstatement
 Trademark
 Other

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
 APPROVED
 AND
 FILED

Examiner's Initials JB
9-21-00

ARTICLES OF MERGER
Merger Sheet

MERGING:

MELODY FARMS, INC., A Florida corporation, P99000086581

INTO

MELODY FARMS LLC, a Florida entity, L00000011479

File date: September 21, 2000

Corporate Specialist: Trevor Brumbley

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ARTICLES OF MERGER

OF

MELODY FARMS LLC

AND

MELODY FARMS, INC.

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PURSUANT TO the provisions of Section 607.1109 and Section 608.4382 of the Florida Statutes, the undersigned hereby certify that:

FIRST: That an plan of Merger has been entered into as of the 18th day of September, 2000, by and among **MELODY FARMS, INC.** and **MELODY FARMS LLC** ("Agreement of Merger").
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SECOND: That the name and state of each of the constituent corporations is **MELODY FARMS LLC**, a Florida limited liability company, and **MELODY FARMS, INC.**, a Florida corporation. The plan of Merger provides for the merger of **MELODY FARMS, INC.** into **MELODY FARMS LLC**.

THIRD: That the name of the surviving corporation is **MELODY FARMS LLC**.

FOURTH: That the plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the laws of the State of Florida. The plan of Merger was approved by the Board of Directors and Shareholders of **MELODY FARMS, INC.** on this 18th day of September, 2000 and by the Manager and Members of **MELODY FARMS LLC** on this 18th day of September, 2000.

FIFTH: After the effective date of the merger, the Articles of Organization of the surviving

entity shall be identical to the surviving entity's Articles of Organization prior to the merger.

SIXTH: That the Plan of Merger is on file at the principal place of business of **MELODY FARMS LLC**, the surviving entity, the address of which is 7901 NW 21 Street, Miami, Florida 33122.

SEVENTH: That a copy of the Plan of Merger will be furnished by the surviving entity, on request and without cost, to any stockholder or member of any corporation made a party thereto.

EIGHTH: The authorized capital stock of **MELODY FARMS, INC.** is 10,000 common shares, at \$1.00 par value. Each unit in **MELODY FARMS LLC** ("Unit") represents ownership interest in **MELODY FARMS LLC**. Each share of common stock of **MELODY FARMS, INC.** issued and outstanding immediately prior to the effective date of the merger, by reason of the Merger, shall be converted into and become one Unit of **MELODY FARMS LLC**, the surviving entity, upon the effective date of the merger, and each certificate representing outstanding shares of the common stock of **MELODY FARMS, INC.** immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the surviving corporation.

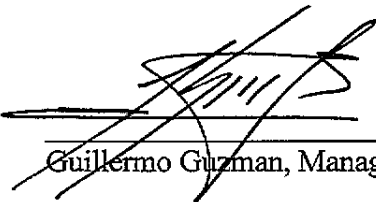
NINTH: That the merger of **MELODY FARMS, INC.** into **MELODY FARMS LLC** shall become effective on the Effective Date as that term is defined Article I, Section 1 of the Plan of Merger.

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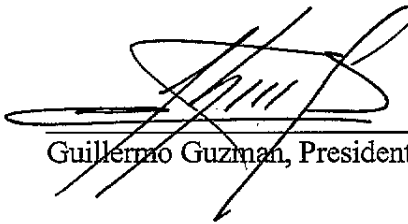
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IN WITNESS WHEREOF, the constituent entities have caused these Articles of Merger to be executed and attested to by its duly authorized officers on this 18th day of September, 2000.

MELODY FARMS LLC

By: 
Guillermo Guzman, Manager

MELODY FARMS, INC.

By: 
Guillermo Guzman, President

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Plan OF MERGER

BETWEEN

MELODY FARMS LLC

AND

MELODY FARMS, INC.

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TALLAHASSEE, FLORIDA

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THIS Plan OF MERGER (Plan) is entered into this 18th day of September, 2000 between MELODY FARMS LLC, a Florida limited liability company ("LLC") and MELODY FARMS, INC, a Florida corporation ("Inc.").

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WITNESSETH

WHEREAS, the Board of Directors of Inc. and the Manager of LLC deem it desirable and in the best business interests of Inc. and its stockholders and LLC and its members that Inc. be merged into LLC upon the terms and subject to the conditions set forth in this Plan

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained the parties hereto agree as follows:

ARTICLE I

Merger

Section 1. Surviving Entity. At the Effective Date, as defined in Section 2, Inc. shall be merged into LLC, forming one corporate entity, which shall be referred to herein as the "Surviving Entity".

Section 2. Effective Date. Subject to the terms of this Plan the Merger shall become effective upon the filing with the office of the Secretary of State ("Effective Date"). Articles of Merger shall be filed with the State of Florida and in substantially the form of Exhibit "A" attached hereto or such other form reasonably satisfactory to the parties hereto (the "Articles of Merger") and consistent with this Plan.

Section 3. Further Assurance. If, at any time after the Effective Date, either party shall decide that any further assignments, assumptions or other instruments are necessary or desirable to vest, perfect or confirm of record or otherwise, in either party the title to any property or right acquired or to be acquired by reason or as a result of the Merger, the Manager of the Surviving Entity or, as the case may be directors of Inc. shall execute and deliver all deeds, assignments and other instruments and do all things reasonably necessary to properly vest, perfect and confirm title to such property or rights and otherwise to carry out the terms and conditions of this Agreement.

Section 4. Regulations. The Regulations of LLC in effect immediately prior to the Effective Date shall be and, until amended as provided therein, continue to be the Regulations of the Surviving Entity after the Effective Date.

Section 5. Articles of Organization of LLC. The Articles of Organization of LLC, as amended and in effect immediately prior to the Effective Date shall be and, until further amended as provided by law, continue to be the Articles of Organization of the Surviving Entity.

Section 6. Manager. The Manager of LLC immediately prior to the Effective Date shall constitute the manager of the Surviving Entity after the Effective Date until his or her successor shall have been elected and qualified as provided in the Regulations of the Surviving Entity and in this Plan.

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ARTICLE 2

Cancellation of Shares at the Effective Date

Each share of common stock of Inc. issued and outstanding immediately prior to the Effective Date, by reason of the Merger, shall be cancelled on the Effective Date.

ARTICLE 3

Effect of Merger

Section 1. Upon the Effective Date:

a) Inc. and LLC shall become a single entity of which LLC shall be the Surviving Entity and continue its existence under the laws of the State of Florida. The name of the Surviving Entity shall be MELODY FARMS LLC.

(b) The separate existence of Inc. shall cease, and the Surviving Entity shall possess all the rights, privileges, immunities and franchises of Inc. On the Closing Date, all property, real, personal and mixed, debts and all other choses in action and all and every other interest of or belonging to or due to Inc. shall be transferred to the Surviving Entity. The title to any real estate, or any interest therein, vested in Inc. shall not revert or be in any way impaired by reason of the Merger. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations of Inc. The Merger shall impair neither the rights of creditors nor any liens upon the property of Inc.

Section 2. Manner and Basis of Converting Interests. The authorized capital stock of Inc. is 10,000 common shares, at \$1.00 par value. Each unit in LLC ("Unit") represents ownership interest in LLC. Each share of common stock of Inc. issued and outstanding immediately prior to the Effective Date of the Merger, by reason of the Merger, shall be converted

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into and become one Unit of LLC, the Surviving Entity, upon the effective date of the Merger, and each certificate representing outstanding shares of the common stock of Inc. immediately prior to the effective date shall thereupon become and be deemed for all corporate purposes to evidence the ownership of the same number of fully paid and nonassessable Units of the Surviving Entity.

ARTICLE 4

Representations and Warranties of

MELODY FARMS, INC

Inc. represents and warrants to LLC as follows:

Due Incorporation, Etc. Inc. is a duly organized and validly existing corporation in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to LLC.

ARTICLE 5

Representations and Warranties of

MELODY FARMS LLC

LLC represents and warrants to Inc. as follows:

Due Incorporation, Etc. LLC is a duly organized and validly existing limited liability company in good standing under the laws of the State of Florida and satisfactory evidence of such good standing has been or will promptly be delivered to Inc.

ARTICLE 6

Successors and Assigns

All terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

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ARTICLE 7

Manager

Pursuant to Section 608.438(3)(e) of the Florida Statutes, the name and business address of the Manager of MELODY FARMS LLC is as follows:

Guillermo Guzman
7901 NW 21 Street
Miami, FL 33122

ARTICLE 8

General Provisions

Section 1. Place of Closing, Closing Date. The closing shall take place at the offices of Richards & Polansky, P.A., 2665 South Bayshore Drive, Suite 703, Miami, Florida, 33139 before the tenth (10th) day following the Effective Date or at such other place, and at such time, as the parties may mutually agree ("Closing Date").

Section 2. Entire Understanding. This plan constitutes the entire agreement and supersedes all prior agreements, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3. Waivers. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party of any condition of any breach of any term, covenant, representation or warranty contained in this plan shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

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Section 4. Termination. At any time prior to the filing of the Articles of Merger with Inc. and LLC, either party may terminate this plan hereto.

Section 5. Counterparts. This Agreement may be executed simultaneously 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.

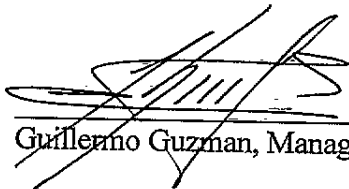
Section 6. Heading. The headings preceding the text of sections of this plan are for convenience only and shall not be deemed part of this plan.

Section 7. Applicable Law. This plan shall be governed, construed and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the date first above written.

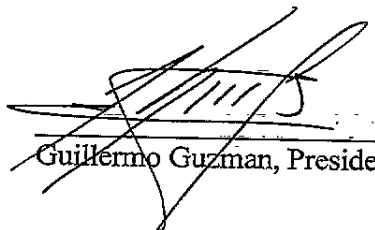
MELODY FARMS LLC

By:


Guillermo Guzman, Manager

MELODY FARMS, INC

By:


Guillermo Guzman, President

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