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ARTICLES OF MERGER

OF

K&R FARMS PRODUCE, INC., a Florida Corporation
INTO
CENTRAL FLORIDA K&R FARMS PRODUCE, INC., a Florida Corporation

ARTICLES OF MERGER between K&R Farms Produce, Inc., a Florida corporation ("K&R Farms") and Central Florida K&R Farms Produce, Inc., a Florida corporation ("Central Florida").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), K&R Farms and Central Florida adopt the following Articles of Merger.

- 1. The Agreement and Plan of Merger dated September 2003, ("Plan of Merger"), between K&R Farms and Central Florida was approved and adopted by the shareholders of K&R Farms on September 2003, and was adopted by the Shareholders and Board of Directors of Central Florida on September 2003.
- 2. Under the Plan of Merger: (i) each share of K&R Farms common stock issued and outstanding of the Effective Date, and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of Central Florida, be canceled as of the Effective Date, and (ii) as of the Effective Date, Article I of the Articles of Incorporation of Central Florida shall be changed to change the name to K&R Farms Produce, Inc.
- 3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.
- 4. Under §607.1105(1)(b) of the Act, the Effective Date of the Merger is October 1, 2003.

IN WITNESS WHEREOF, the parties have set their hands on September /7 ,2003.

Central Florida K&R Farms Produce, Inc.

By: /\///\\

President

(Corporate Seal)

K&R Farms Produce, Inc.

By://// 9va r∙.Kelly

President

(Corporate Seal)

AGREEMENT AND PLAN OF MERGER OF

K&R FARMS PRODUCE, INC., A FLORIDA CORPORATION INTO CENTRAL FLORIDA K&R FARMS PRODUCE, INC., A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated September 17, 2003, made by and among Central Florida K&R Farms Produce, Inc., a Florida corporation ("Parent"), and K&R Farms Produce, Inc., a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

WITNESSETH:

WHEREAS, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

WHEREAS, Parent owns 100% of Subsidiary's outstanding Common Stock; and

WHEREAS, the Board of Directors of **Parent** have determined that it is advisable that Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with §607.1104 of the Florida Business Corporation Act (the "Act").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

ARTICLE I THE MERGER

- 1. The term "Effective Date" shall mean October 1, 2003.
- 2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.
- 3. The Plan of Merger has been approved by the Shareholders and the Board of Directors of **Parent** in accordance with §607.1104 of the Act.

ARTICLE II EFFECTS OF THE MERGER

At the Effective Date, **Parent** shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of **Subsidiary**, and shall be responsible and liable for all liabilities and obligations of **Subsidiary**, all as more particularly set forth in §607.1106 of the Act.

ARTICLE III TERMS OF THE TRANSACTION; CONVERSION OF AND PAYMENT FOR SHARES

The manner and basis of converting shares of **Subsidiary's** Common Stock into shares of **Parent's** common Stock shall be as follows:

1. Each share of **Subsidiary's** common stock (the "Subsidiary Common Stock") issued and outstanding on the **Effective Date** and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of **Parent**, be canceled simultaneously with the **Effective Date** of the Merger.

ARTICLE IV ASSIGNMENT

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

ARTICLE V EXPENSES

Parent shall pay all expenses of accomplishing the Merger.

ARTICLE VI AMENDMENT

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Shareholders and Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

ARTICLE VII ARTICLES OF INCORPORATION

The Articles of Incorporation of **Parent** as in effect immediately before the Effective Date, with the following change, shall be the Articles of Incorporation of **Parent** until further amended by law. The change to **Parent's** Articles of Incorporation, which shall take effect on the Effective Date, is as follows:

"ARTICLE I NAME

The name of the corporation shall be K&R Farms Produce, Inc."

ARTICLE VIII TERMINATION

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands on September 17 , 2003.

SUBSIDIARY:

K&R Farms Produce, Inc.

Ova & Kally

President

(Corporate Seal)

PARENT:

Central Florida K&R Farms

Produce / Inc.

By: VX VV VV Ova F. Kelly

President

(Corporate Seal)