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Lake Garfield Nurseries

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<input type="checkbox"/>	Amendment
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<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
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REGISTRATION/QUALIFICATION	
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98 JUL 17 PM 4:14
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RECEIVED
98 JUL 17 PM 2:02
DIVISION OF CORPORATE

ARTICLES OF MERGER
Merger Sheet

MERGING:

LAKE GARFIELD NURSERIES COMPANY, a Nevada corporation, not qualified
in Florida

INTO

LAKE GARFIELD ACQUISITION CORP., a Nevada corporation not qualified in
Florida.

File date: July 17, 1998

Corporate Specialist: Joy Moon-French

FILED

ARTICLES OF MERGER
PURSUANT TO SECTIONS 1101 AND 1105
OF THE FLORIDA
BUSINESS CORPORATION ACT

98 JUL 17 PM 4:14

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, being the duly authorized President of Lake Garfield Acquisition Corp., a Nevada corporation ("Lake Garfield Nevada"), and President of Lake Garfield Nurseries Company, a Florida corporation ("Lake Garfield Florida"), hereby certify pursuant to Sections 1101 and 1105 of the Florida Business Corporation Act as follows:

1. Lake Garfield Nevada and Lake Garfield Florida entered into an Agreement of Merger and Plan of Reorganization (the "Merger Agreement") as of July 15th, 1998.
2. The Merger Agreement provides for the Merger of Lake Garfield Florida with and into Lake Garfield Nevada (the "Merger"). Lake Garfield Nevada shall be the surviving corporation.
3. The Merger Agreement was adopted by the unanimous written consent of the shareholders and the Board of Directors of Lake Garfield Florida as of July 15th, 1998.
4. The Merger Agreement was adopted by the unanimous written consent of the shareholders and the Board of Directors of Lake Garfield Nevada as of July 15th, 1998.
5. Under the terms of the Merger Agreement, each outstanding share of Lake Garfield Florida common stock shall be converted into one share of common stock of Lake Garfield Nevada.
6. Under the terms of the Merger Agreement and pursuant to Section 607.1107(2)(a) of the Florida Business Corporation Act, Lake Garfield Nevada consents to be served with process in the State of Florida in any proceeding to enforce against Lake Garfield Nevada any obligation of Lake Garfield Florida, or to enforce the rights of a dissenting shareholder of Lake Garfield Florida, and Lake Garfield Nevada irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such proceeding.
7. The Merger shall become effective upon filing of Articles of Merger with the Nevada Secretary of State and the Florida Department of State.

IN WITNESS WHEREOF, the undersigned have executed these Articles on July 15th, 1998.

LAKE GARFIELD NURSERIES COMPANY

By: Philip R. Bryan

Philip R. Bryan, President

LAKE GARFIELD ACQUISITION CORP.

By: Philip R. Bryan

Philip R. Bryan, President

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Merger Agreement"), is made and executed by and between Lake Garfield Nurseries Company, a Florida Corporation ("Lake Garfield Florida") and Lake Garfield Acquisition Corp., a Nevada Corporation ("Lake Garfield Nevada"), in accordance with Section Chapter 92A, 92A.190 of the Nevada Revised Statutes and Section 607.1107 of the Florida Business Corporation Act.

WITNESSETH

WHEREAS, Lake Garfield Florida is a corporation duly organized and operated under the laws of the State of Florida; and

WHEREAS, Lake Garfield Nevada is a corporation duly organized under the laws of the State of Nevada; and

WHEREAS, it is the desire of Lake Garfield Florida and Lake Garfield Nevada to effect a merger of Lake Garfield Florida with and into Lake Garfield Nevada for the purpose of reincorporating Lake Garfield Florida from the State of Florida to the State of Nevada; and

WHEREAS, the Board of Directors and the sole Shareholder of Lake Garfield Florida have by a Unanimous Written Consent of the Board of Directors and Shareholder adopted and approved this Merger Agreement and designated it as a plan of reorganization within the provisions of Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and authorized its execution; and

WHEREAS, the Board of Directors and the Shareholders of Lake Garfield Nevada have by a Unanimous Written Consent of Shareholders and Directors adopted and approved this Merger Agreement and designated it as a plan of reorganization within the provisions of Sections 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, and authorized its execution;

NOW THEREFORE, in consideration of the premises, of the mutual covenants, agreements, representations and warranties herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lake Garfield Florida and Lake Garfield Nevada hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. Lake Garfield Florida shall be merged with and into Lake Garfield Nevada pursuant to the provisions of, and with the effect provided in Chapter 92A, Section 92A.250 of the Nevada Revised Statutes ("NRS") and Section 607.1106 of the Florida Business Corporation Act (the "Florida BCA"). As a result of the merger of Lake Garfield Florida with and into Lake Garfield Nevada the corporate existence of Lake Garfield Nevada with all its purposes,

powers and objects shall continue unaffected and unimpaired by the Merger of Lake Garfield Florida and Lake Garfield Nevada shall be a single surviving corporation (the "Surviving Corporation") which shall be Lake Garfield Nevada.

1.2 **Effective Date of the Merger.** The Effective Date of the Merger shall be July 15th 1998.

1.3 **Further Assurances.** If at any time after the Merger, Lake Garfield Nevada or Lake Garfield Florida shall consider it advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm or record in Lake Garfield Nevada the title to any property, rights, privileges, powers and franchises of Lake Garfield Florida, the Board of Directors and officers of Lake Garfield Florida last in office shall execute and deliver, upon the request of Lake Garfield Nevada, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do any and all things necessary or proper to vest, perfect, or confirm title to such property, rights, privileges, powers and franchises in Lake Garfield Nevada and otherwise to carry out the provisions of this Merger Agreement.

ARTICLE II

THE SURVIVING CORPORATION

2.1 **Legal Effect.** As a result of the Merger the separate existence of Lake Garfield Florida shall cease and the Surviving Corporation, as the survivor of the Merger, shall possess all of its rights, privileges, immunities, powers and franchises and shall be subject to all of its duties and liabilities as a corporation organized and existing under Nevada law. The Merger shall have the effect provided for herein and in Sections 607.1106 and 607.1107 of the Florida BCA and Chapter 92A, Sections 92A.190, 92A.250 and 92A.260 of the NRS.

2.2 **Name of Surviving Corporation.** The name of the Surviving Corporation shall be "Lake Garfield Acquisition Corp."

2.3 **Certificate of Incorporation.** The Certificate of Incorporation of Lake Garfield Nevada shall become and continue to be the Certificate of Incorporation of the Surviving Corporation until amended in accordance with Nevada law.

2.4 **By-laws.** The By-laws of Lake Garfield Nevada shall become and continue to be the By-Laws of the Surviving Corporation until amended as therein provided.

2.5 **Directors and Officers.** The directors and officers of Lake Garfield Nevada shall be the directors and officers of the Surviving Corporation after the Merger and shall serve until their respective successors shall have been duly elected or appointed or qualified or until their earlier resignation or removal in accordance with the Surviving Corporation's Certificate of Incorporation and By-laws.

2.6 **Assets.** As a result of the Merger, all assets and all rights, franchises and interests of Lake Garfield Florida in and to every type of property (real, personal and mixed), all debts due on whatever account and all choses in action shall be taken and deemed transferred to and vested in the Surviving Corporation by virtue of the Merger, without any order or other action on the part of any court or otherwise. The title to any real estate or interest therein vested in Lake Garfield Florida shall not revert or be in any way impaired by reason of the Merger but shall vest in the Surviving Corporation who shall hold and enjoy all rights of property, franchises, interests, privileges, powers and immunities in the same manner and to the same extent as such rights, franchises, interests, privileges, powers, and immunities were held or enjoyed by Lake Garfield Florida prior to the Merger.

2.7 **Liabilities and Obligations.** As a result of the Merger, the Surviving Corporation shall be responsible and liable for all liabilities and obligations of Lake Garfield Florida and all rights of creditors and other obligees and all liens on property of Lake Garfield Florida shall be preserved unimpaired, but such liens shall be limited to the property upon which they were liens immediately prior to the Merger, all in the same manner and to the same extent as if the Surviving Corporation had itself incurred such liabilities and obligations or had contracted therefor.

2.8 **Principal Office.** The principal office of the Surviving Corporation in the State of Nevada shall be at Griffin Corporate Services, 1325 Airmotive Way, Suite 130, Reno, Nevada 89502.

2.9 **Service of Process.** Pursuant to Section 607.1107(2)(a) of the Florida BCA, the Surviving Corporation hereby consents to be served with process in the State of Florida in any proceeding to enforce against the Surviving Corporation any obligation of Lake Garfield Florida, or to enforce the rights of a dissenting shareholder of Lake Garfield Florida, and the Surviving Corporation hereby irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any such proceeding.

ARTICLE III

CONVERSION AND EXCHANGE OF SHARES

3.1 **Shares of the Surviving Corporation.** The authorized number and par value, if any, of shares of all classes of stock of Lake Garfield Nevada immediately prior to the Merger shall be the authorized number and par value, if any, of shares of all classes of stock of the Surviving Corporation from and after the Merger.

3.2 **Manner and Basis of Converting Shares of Lake Garfield Florida Into Shares of Lake Garfield Nevada.** By virtue of the Merger and without any action on the part of the holder thereof, each shareholder's shares of Lake Garfield Florida Common Stock shall be converted into the same number of shares of Common Stock of Lake Garfield Nevada. Upon the surrender of certificates representing shares of Lake Garfield Florida stock by holders thereof,

certificates for the appropriate number of Lake Garfield Nevada shares shall be issued in exchange by Lake Garfield Nevada.

IN WITNESS WHEREOF, Lake Garfield Nevada and Lake Garfield Florida have caused this Merger Agreement to be executed by their respective duly authorized officers all as of the day and year first above written.

LAKE GARFIELD NURSERIES COMPANY

By Philip R. Bryan
Philip R. Bryan, President

LAKE GARFIELD ACQUISITION CORP.

By Philip R. Bryan
Philip R. Bryan, President