

418696

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

HILLANDALE PARTNERS, INC., a Florida corporation, G86608

INTO

BRONSON FARMS, INC. which changed its name to

HILLANDALE FARMS, INC., a Florida corporation, 418696.

File date: December 20, 1996 , effective January 1, 1997

Corporate Specialist: Darlene Connell

1201 HAYS STREET
TALLAHASSEE, FL 32301-2607
904-222-9171
904-222-0393 FAX

800-342-8086



418696

ACCOUNT NO. : 072100000032

REFERENCE : 196738 10915A

AUTHORIZATION :

COST LIMIT : PREPAID

ORDER DATE : December 20, 1996

ORDER TIME : 10:16 AM

ORDER NO. : 196738-005

CUSTOMER NO: 10915A

CUSTOMER: Peggy Adolphson, Legal Asst
Walker & Koegler
Suite 200 Building 100
10151 Deerwood Park Blvd.
Jacksonville, FL 32256

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-12/20/96--01024--002
*****70.00 *****70.00

ARTICLES OF MERGER

HILLANDALE PARTNERS, INC.

INTO

BRONSON FARMS, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

☐ CERTIFIED COPY
☒ PLAIN STAMPED COPY

CONTACT PERSON: Lori R. Dunlap

EXAMINER'S INITIALS:

FILED
96 DEC 20 PM 12:38
RECEIVED
96 DEC 20 AM 10:32
DIVISION OF CORPORATION
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Merger
w/ Attorney
Change
12/20/96
DC

STEVEN C. KOEGLER
JAMES V. WALKER
PHILLIP I. DILLINGHAM

10151 Deerwood Park Boulevard
Building 100, Suite 200
Jacksonville, Florida 32256-0959
Telephone (904) 998-9800
Facsimile (904) 998-0800
E-Mail wklaw@w-k.com

REPLY TO:
P.O. Box 550587
Jacksonville, Florida
32255-0587

December 19, 1996

Amendments Section
Corporation Division
Post Office Box 6327
Tallahassee, Florida 32314

Re: Merger of Hillandale Partners, Inc. into Bronson Farms, Inc.

Ladies and Gentlemen:

Enclosed herewith are the original Articles of Merger for the above corporations to be filed in your office. Also enclosed is our check in the amount of \$70.00 to cover filing fees.

Please notice that the Articles of Merger provide for an effective date of January 1, 1997. The Articles of Incorporation of the Surviving Corporation, attached as Exhibit A, are amended in the Articles of Merger to change the name of the Surviving Corporation to Hillandale Farms, Inc. Permission to use the trademarked name "Hillandale Farms" is granted to the Surviving Corporation in a License Agreement dated December 12, 1996, which is attached to the Articles of Merger as Exhibit B.

We have enclosed a photocopy of the Articles for you to stamp and return. If you have any questions regarding this matter, please call me.

Very truly yours,

WALKER & KOEGLER, P.A.



Peggy Adolphson
Legal Assistant

pa
Enclosures

ARTICLES AND PLAN OF MERGER
OF

BRONSON FARMS, INC.
(The Surviving Corporation)

AND
HILLANDALE PARTNERS, INC.

FILED
96 DEC 20 PM 12:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THESE ARTICLES AND PLAN OF MERGER are entered into this 12th day of December, 1996, between **Bronson Farms, Inc.**, a Florida corporation, hereinafter called "Bronson" and **Hillandale Partners, Inc.**, a Florida corporation, hereinafter called "Hillandale". Bronson and Hillandale do hereby certify that such Articles and Plan of Merger were approved by the shareholders of Bronson entitled to vote on December 12, 1996, and approved by the shareholders of Hillandale entitled to vote on December 12, 1996. The number of votes cast was sufficient for approval.

WHEREAS, Bronson is a corporation organized and existing under the laws of the State of Florida, having been incorporated on February 3, 1973. Bronson has an authorized capital stock consisting of 100,000 shares of common stock at a par value of \$1.00 per share, of which 1,000 shares are issued and outstanding;

WHEREAS, Hillandale is a corporation organized and existing under the laws of the State of Florida, having been incorporated on February 28, 1984. Hillandale has an authorized capital stock consisting of 1,000 shares of common stock at a par value of \$1.00 per share, of which 500 shares are issued and outstanding; and

WHEREAS, the shareholders of Bronson and Hillandale respectively, deem it advisable and generally to the advantage and welfare of the two corporate parties that Hillandale merge with Bronson under and pursuant to the provisions of Sections 607.1101 and 607.1107, Florida Statutes (1996);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein and of the mutual benefits hereby provided, the undersigned corporations, by the hands and seals of their respective President and Secretary, hereby agree and subscribe to the following Articles and Plan of Merger.

Article I.
Merger.

Hillandale shall be and it hereby is merged with and into Bronson.

Article II.
Effective Date.

The effective date of the merger shall be at 12:01 a.m., January 1, 1997, upon compliance with the laws of the State of Florida, such time and effectiveness being hereinafter called the Effective Date.

**Article III.
Surviving Corporation.**

Bronson (sometimes called "Surviving Corporation") shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida, but the separate corporate existence of Hillandale shall cease upon the Effective Date.

**Article IV.
Articles of Incorporation.**

The Articles of Incorporation of Bronson, attached as Exhibit A hereto, shall be the Articles of Incorporation of the Surviving Corporation following the Effective Date, as amended in Article V below, and as may be further 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 or herein upon any shareholder or director or officer of the Surviving Corporation or upon any other person whomsoever are subject to this reserve power.

Such Articles of Incorporation shall constitute the Articles of Incorporation of Bronson separate and apart from this Plan of Merger and may be separately certified as the Articles of Incorporation of Bronson.

**Article V.
Amendment to Articles of Incorporation.**

Upon the Effective Date, the name of the Surviving Corporation shall be **Hillandale Farms, Inc.** and Article I of the Articles of Incorporation of the Surviving Corporation is hereby so amended. Use of such name is granted pursuant to the License Agreement attached hereto as Exhibit B.

**Article VI.
Bylaws.**

The Bylaws of Bronson shall be the bylaws of the Surviving Corporation following the Effective Date, as may be amended or repealed in accordance with the provisions thereof.

**Article VII.
Further Assurances of Title.**

If any time Bronson shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to Bronson any right, title or interest of Hillandale held immediately prior to the Effective Date or to complete any administrative or regulatory requirements related to the merger, Hillandale and its proper officers

and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in Bronson or to complete such administrative or regulatory requirements as shall be necessary to carry out the purposes of this Agreement of Merger and Bronson and the proper officers and directors thereof are fully authorized to take any and all such action in the name of Hillandale or otherwise.

Hillandale shall from time to time, as and when requested by the Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

**Article VIII.
Authorized Capital.**

Following the Effective Date, the authorized capital stock of Bronson shall continue to be the authorized capital stock of the Surviving Corporation: 100,000 shares of common stock, par value \$1.00 per share, unless and until the same shall be amended in the Articles of Incorporation in accordance with the laws of the State of Florida.

**Article IX.
Retirement of Hillandale's Outstanding Stock.**

Upon the Effective Date, each of the 500 shares of the Common stock of Hillandale presently issued and outstanding shall be retired, and no shares of Common stock or other securities of the Surviving Corporation shall be issued in respect thereof.

**Article X.
Conversion of Bronson's Outstanding Stock.**

Upon the Effective Date, each of the 1,000 issued and outstanding shares of the Common stock of Bronson, and all rights in respect thereof, shall be converted into one fully paid and nonassessable share of Common stock of the Surviving Corporation. Each certificate nominally representing shares of Common stock of Bronson shall for all purposes continue to evidence the ownership of a like number of shares of Common stock of the Surviving Corporation. Holders of existing certificates of Bronson shall not be required, but may surrender such certificates in exchange for certificates of Common stock of the Surviving Corporation.

**Article XI.
Directors.**

The first Board of Directors of the Surviving Corporation following the Effective Date shall consist of the following members, who shall hold office from the Effective Date until the next annual meeting of shareholders or until successors shall be elected and shall qualify.

<u>Name</u>	<u>Address</u>
Jack E Hazen	Rt. 2 Box 3074 Starke, Florida 32091
Jack E. Hazen, Jr.	US Highway 41 North Lake City, Florida 32055
Homer E. Hunnicutt, Jr.	4004 Raines Road Brooksville, Florida 34609
Orland R. Bethel	16 Waverly Place Greensburg, Pennsylvania 15601
W. Dorman Mizell	Hodges Road Callahan, Florida 32011

**Article XII.
Officers.**

The first officers of the Surviving Corporation following the Effective Date shall hold office from the Effective Date until their successors shall be elected and shall qualify or until they shall resign or be removed from office. The names and post office addresses of such officers are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Jack E Hazen	CEO	Rt. 2 Box 3074 Starke, Florida 32091
Jack E. Hazen, Jr.	President	US Highway 41 North Lake City, Florida 32055
John R. Hammond	Vice President	12207 Wood Duck Place Temple Terrace, Florida 33617
Jo N. Ward	Sec/Treas.	Spring Hollow Blvd. Lake City, Florida 32055

Article XIII.
Place of Business and Registered Address.

The mailing address of the Surviving Corporation shall be Post Office Box 1703, Lake City, Florida 32055. The principal business office of the Surviving Corporation and the registered office in the State of Florida shall continue to be located at U.S. Highway 41 North, Lake City, Florida 32055. The agent at such address shall continue to be Jack E. Hazen, Jr., upon whom process against the Surviving Corporation may be serviced within the State of Florida.

Article XIV.
Effect of Merger.

On the Effective Date of the merger, Bronson shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers and obligations, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of both of the merging corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary duties, powers, and obligations, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of both Bronson and Hillandale, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of both Bronson and Hillandale, and all property, real, personal, and mixed, and all debts due to either of the merging corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to both the Florida corporations shall be vested in Bronson; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of Bronson as they were of the respective singular corporation; and the title to any real estate, whether vested by deed or otherwise, in either Bronson or Hillandale or Bronson shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either Bronson or Hillandale shall be preserved unimpaired and all debts, liabilities, and duties of the respective singular corporation shall thenceforth attach to Bronson, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by Bronson.

Article XV.
Right of Termination.

This Agreement of Merger may be terminated and abandoned by action of the Board of Directors of Hillandale at any time prior to the Effective Date, whether before or after approval by the shareholders of the two corporate parties hereto.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, pursuant to authority duly granted by the shareholders of the respective corporations, the parties hereto have caused these Articles to be signed and sealed the day and year first above stated.

BRONSON FARMS, INC.
a Florida corporation

By: Jack E. Hazen, Jr.
Jack E. Hazen, Jr., President

Attest: Jo N. Ward
Jo N. Ward, Secretary

HILLANDALE PARTNERS, INC.
a Florida corporation

By: Jack E. Hazen, Jr.
Jack E. Hazen, Jr., President

Attest: Jo N. Ward
Jo N. Ward, Secretary

STATE OF FLORIDA)

COUNTY OF COLUMBIA)

The foregoing instrument was acknowledged before me this 12 day of December, 1996, by Jack E. Hazen, Jr., the President Bronson Farms, Inc. and President of Hillandale Partners, Inc., both Florida corporations, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Lynne M. Davis
Notary Public, State of: Florida
Printed or Stamped Name of Notary:
Notary's commission expires:



STATE OF FLORIDA)


COUNTY OF COLUMBIA)

The foregoing instrument was acknowledged before me this 12 day of December, 1996, by Jo N. Ward, the Secretary of Bronson Farms, Inc. and the Secretary of Hillandale Partners, Inc., both Florida corporations, ☒ who is personally known to me or ☐ who has produced _____ as identification.

Lynne M. Davis
Notary Public, State of: Florida
Printed or Stamped Name of Notary:
Notary's commission expires:



State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 9, 1994, to Articles of Incorporation for BRONSON FARMS, INC., a Florida corporation, as shown by the records of this office.

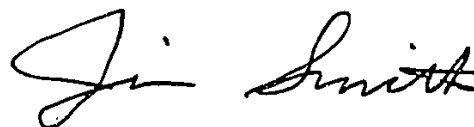
The document number of this corporation is 418696.

EXHIBIT A

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of September, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

FILED
24 SEP -9 PM 12:34
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT

BRONSON FARMS, INC.

Pursuant to Florida Statutes Section 607.106¹⁰⁰⁶, the Articles of Incorporation of the above-named Corporation are amended as follows:

1. ARTICLE III, is amended to read as follows:

"The maximum number of shares of capital stock that this corporation is authorized to issue and have outstanding at any one time is ONE HUNDRED THOUSAND (100,000) shares of voting common stock having a par value of ONE DOLLAR (\$1.00) per share, which may be fractional shares."

2. The foregoing was adopted on August 17th, 1994 by written consent of all of the Directors and Shareholders entitled to vote on the amendment, in accordance with Florida Statutes Section 607.181(3).

IN WITNESS WHEREOF, WE, the undersigned, have executed these Articles of Amendment on August 17th, 1994.

Troy S. Bronson
President

Ina R. Bronson
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The forgoing instrument was acknowledged before me on 17th Day of August, 1994, by TROY S. BRONSON, the President and INA RUTH BRONSON, the Secretary of BRONSON FARMS, INC., (personally known to me) on behalf of the Corporation.

IN WITNESS WHEREOF, I here sign and set my seal.

Gayle A. Hatten
Notary Public Gayle A. Hatten
CC 153580

My commission expires on:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: Oct. 30, 1995.
BONDED 13300 NOTARY PUBLIC UNDERWRITERS.

Copy

State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of BRONSON INVESTMENT CORPORATION, changing its name to BRONSON FARMS, INC., a Florida corporation, filed on August 25, 1981, as shown by the records of this office.

The charter number of this corporation is 418696.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
27th day of August, 1981.



CER 101 Rev. 12-80

A handwritten signature in ink, appearing to read "George Firestone".

George Firestone
Secretary of State

FILED
AUG 25 2 38 PM '61
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I.

2. Article III of the Articles of Incorporation of Bronson Investment Corporation is hereby amended to read as follows:

ARTICLE III.

Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this Corporation at any regular or special meeting.

IN WITNESS WHEREOF, the undersigned, President and Secretary of this corporation have executed these Articles of Amendment on August 13th, 1981.

PRESIDENT

SECRETARY

Before me, the undersigned authority, personally appeared this day, ROY S. BRONSON, President of Bronson Investment Corporation and INA R. BRONSON, Secretary of Bronson Investment Corporation, who, after being duly sworn, depose and say that they executed the foregoing Articles of Amendment for the uses and purposes therein expressed and the facts contained therein are true and correct.

Notary Public
My Commission Expires

ca. 2943 to 835

CERTIFICATE OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION

OF

JERRY WATSON INVESTMENT CORPORATION

JERRY WATSON INVESTMENT CORPORATION, A Florida Corporation, under its corporate seal and the hands of its President, TROY S. BRONSON, and its Secretary, INA R. BRONSON, attesting thereto, hereby certify:

That all of the Stockholders and all of the members of the Board of Directors of this Corporation at a meeting called and held according to Law on the 2nd day of January, 1974, manifested their intention that this Certificate of Amendment of the Articles of Incorporation be made according to their written statement:

The undersigned, being all of the Stockholders and all of the Directors of JERRY WATSON INVESTMENT CORPORATION, A Florida Corporation, does hereby manifest his written declaration that the Articles of Incorporation be amended to provide as follows:

ARTICLE I.

The name of the Corporation is BRONSON INVESTMENT CORPORATION.

IN WITNESS WHEREOF, all of the Stockholders and all of the Directors of the Corporation hereby sets his hand and seal.

STOCKHOLDERS:

DIRECTORS:


Troy S. Bronson


Troy S. Bronson

IN WITNESS WHEREOF, said Corporation has caused this Certificate of Amendment to be signed in its name, by its President, and its corporate seal to be hereunto affixed, and attested by its Secretary, this 28th day of January, 1975.

ca. 2943 H 836



BRONSON INVESTMENT CORPORATION

BY Troy S. Bronson
Troy S. Bronson, its President

(CORPORATE SEAL)

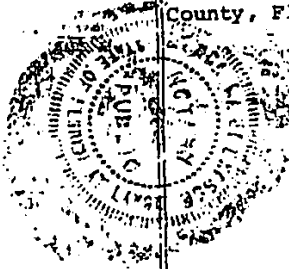
ATTEST:

Ina R. Bronson
Ina R. Bronson, its Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned officer, duly authorized under the Laws of the State of Florida to take acknowledgments, on this day personally appeared TROY S. BRONSON, President, and INA R. BRONSON, Secretary of BRONSON INVESTMENT CORPORATION, A Florida Corporation, and they acknowledged that they executed the above and foregoing Certificate of Amendment as such officers for and on behalf of the Corporation, having been authorized to do so.

WITNESS my hand and official seal at Apopka, Orange County, Florida, this 28th day of January, 1975.



(SEAL)

Linda La Duval
Notary Public
My commission expires

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES SEPT. 20, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS.

RECORDED & RECORD VERIFIED

Harold A. Smith
County Comptroller, Orange Co., FLA.

Extra Copy

STATE OF FLORIDA

DEPARTMENT OF STATE



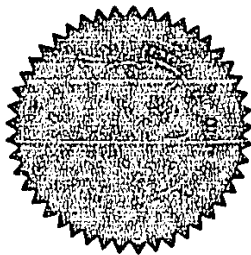
I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

JERRY WATSON INVESTMENT CORPORATION

a corporation organized and existing under the Laws of the State of Florida, filed on
the 2nd day of February, A.D., 19 73 as shown by the records of
this office.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
2nd day of February,
A.D., 19 73.

Richard (Dick) Stone

SECRETARY OF STATE

ARTICLES OF INCORPORATION
of
JERRY WATSON INVESTMENT CORPORATION

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves to form a corporation under the Laws of the State of Florida.

ARTICLE I.

The name of the Corporation is JERRY WATSON INVESTMENT CORPORATION.

ARTICLE II.

The general character of the business to be transacted by this Corporation is:

To acquire by purchase, lease or otherwise, lands and interests in lands, and to own, hold, improve, develop and manage any real estate so acquired, and to erect or cause to be erected on any lands owned, held, or accepted by the Corporation, buildings and other structures, public or private, with their appurtenances, and to manage, operate, lease, rent, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on any lands so owned, held or occupied, and to encumber or dispose of any lands, or interest in lands, and any building or other structure, at any time owned or held by the Corporation. To buy, sell, mortgage, exchange, lease, hold for investment or otherwise, use and operate, real estate of all kinds, improved or unimproved, and any right of interest therein.

To acquire by purchase, lease, manufacture or otherwise any personal property deemed necessary or useful in the equipment, furnishings, improvement, development, or management of any property, real or personal, at any time owned, held or occupied by the Corporation, and to invest, trade and to deal in any personal property deemed beneficial to the Corporation, and to lease, rent, encumber or dispose of any personal property at any time owned by or held by the Corporation.

To contract debts and borrow money, and to loan money, to any of its associated and related Corporations and enterprises, issue and sell or pledge bonds, debentures, notes and other evidences or indebtedness, and execute such mortgages, transfers of corporate property, or other instruments to secure the payment of corporate indebtedness as required.

To purchase the corporate assets of any other corporation and engage in the same or other character of business.

To guarantee, endorse, purchase, hold, sell, transfer, mortgage, pledge or otherwise acquire or dispose of the shares of capital stock of, or any bonds, securities, or other evidences of indebtedness created by any other corporation of the State of Florida, or any other state or government, and while owner of such stock to exercise all the rights, powers and privileges of ownership, including the right to vote such stock.

To enter into, make, perform, and carry out contracts and agreements of every kind, for any lawful purpose, without limit as to amount, with any person, firm, association, or corporation; and to transact any further and other business necessarily connected with the purposes of this Corporation, or calculated to facilitate the same.

To carry on any or all of its operations and businesses and to promote its objects within the State of Florida or elsewhere, without restriction as to place or amount; and to have, use, exercise and enjoy all of the general powers of like corporations.

To do any or all of the things herein set forth to the same extent as natural persons might or could do, and in any part of the world as principals, agents, contractors, or otherwise, alone or in the company with others, and to do and perform all such other things and acts as may be necessary, profitable or expedient in carrying on any of the businesses or acts above-described.

The intention is that none of the objects or power as

hereinabove set forth, except where otherwise specified in this Articles, shall be in anywise limited or restricted by reference from the terms of any other objects, powers or clauses of this Articles or any other Articles; but that the objects and powers specified in each of the clauses in this Articles shall be regarded as independent objects and powers.

To exercise and possess any other rights, powers and privileges granted by the laws of this State to Corporations organized under the aforesaid act, except such as are inconsistent with the express provisions of these Articles, and to do any such thing anywhere in the world.

ARTICLE III.

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any time is 100 shares of common stock at \$10.00 par value.

Authorized capital stock may be paid for in cash, services or property, at a just value to be fixed by the Board of Directors of this Corporation at any regular or special meeting.

ARTICLE IV.

The amount of capital stock with which this Corporation shall begin business is \$10,000.00.

ARTICLE V.

The initial street address of the principal office of this Corporation is to be: 1438 Hillway Road, Apopka, Florida, 32703.

ARTICLE VI.

The Corporation shall have perpetual existence.

ARTICLE VII.

The number of directors of this Corporation and Corporate powers of this Corporation shall be exercised by a Board of one (1) or more directors until otherwise fixed or changed by the BY-LAWS.

ARTICLE VIII.

The names and street addresses of the first Board of Directors who, subject to the provisions of the Articles of Incorporation, the By-Laws of this Corporation, and the laws of Florida, shall hold office for the first year of the Corporation's existence or until their successors are elected and have qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Troy S. Bronson	1412 S. Wheeler Road, Apopka, Florida, 32703
Jerry L. Watson	1438 Hillway Road, Apopka, Florida, 32703

ARTICLE IX.

The names and addresses of each subscriber of the Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>No. of SHARES</u>
Troy S. Bronson	1412 S. Wheeler Road Apopka, Florida	50
Jerry L. Watson	1438 Hillway Road Apopka, Florida	50

ARTICLE X.

These Articles of Incorporation may be amended in the manner provided by law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholder's meeting by at least a majority of the stock entitled to vote thereon, unless all the Directors and all the stockholders sign a written statement manifesting their intention that a certain amendment of the Articles of Incorporation be made.

IN WITNESS WHEREOF, we, the undersigned, being each of the original subscribers to the capital stock hereinabove named, have hereunto set our hands and seals, this 26th day of January, 1973, for the purpose of forming this Corporation to do business both within and without the State of Florida, and in pursuance of the Corporation Laws of the State of Florida, and do make and file in the office of the Secretary of State of the State of Florida these Articles of Incorporation, and certify that the facts herein are true.

WITNESSES:

Linda L. Deuness

Troy S. Bronson

Troy S. Bronson

H. H. Bruner

Linda L. Deuness

Jerry L. Watson

Jerry L. Watson

H. H. Bruner

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, on this day, personally appeared TROY S. BRONSON and JERRY L. WATSON, to me well known to be the individuals described in and who executed the foregoing Articles of Incorporation, and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and in the State above named this the 26th day of January, 1973.

(SEAL)

H. H. Bruner
Notary Public
My commission expires

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 5, 1974
BONDED THROUGH FRED W. DIESTELHORST

LICENSE AGREEMENT

AGREEMENT made as of December 12, 1996, by and between **Hillandale Farms of Florida, Inc.**, a Florida corporation, (hereinafter referred to as "Licensor"), and **Bronson Farms, Inc.**, a Florida corporation, the surviving corporation of the merger of Hillandale Partners, Inc. and Bronson Farms, Inc. to become effective January 1, 1997. (hereinafter referred to as "Licensee").

WHEREAS, Licensor is the owner of the Florida trademark "**Hillandale Farms**" (hereinafter referred to as "Trademark") pursuant to Registration File Number 917168, originally registered on December 23, 1976 and renewed on July 10, 1996; and

WHEREAS, it is the desire and intention of the parties that Licensee be permitted to use the Trademark in the State of Florida (hereinafter referred to as "Territory").

NOW, THEREFORE, in consideration of the above and other valuable consideration, the parties hereto hereby agree as follows:

1. License.

1.1 Licensor grants to Licensee the right and license to use the Trademark in the Territory as its corporate and trade name commencing January 1, 1997.

1.2 The right granted in Section 1.1 shall not be transferable without Licensor's prior written consent.

1.3 The License granted hereby is nonexclusive and Licensor shall have the right to utilize the Trademark on its own behalf and to grant other licenses to the Trademark in its discretion for purposes other than use as a corporate name within the Territory.

2. Use Of Trademark.

2.1 Licensee shall use the Trademark as its corporate name, Hillandale Farms, Inc., operating and maintaining its businesses thereunder.

2.2 Should Licensee use the Trademark in advertising or in any type of production of goods or food products, Licensee shall indicate Licensor's ownership of the Trademark and shall provide Licensor with representative samples of all literature, products, packages, labels, labeling and advertising prepared by or for Licensee and intended to be used by Licensee. When using the Trademark under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to trademarks in force at any time in the Territory, including, but not limited to, compliance with marking requirements.

2.3 Licensor may maintain or withdraw the Trademark within the Territory at its sole discretion.

EXHIBIT B

3. Indemnity.

Licensor assumes no liability to Licensee or to third parties with respect to the operations of the corporation utilizing the Trademark as its corporate name or any other use of the Trademark in the Territory by Licensee. Licensee hereby indemnifies and holds harmless Licensor against all losses, damages and expenses, including attorneys' fees, incurred as a result of or related to claims of third persons.

4. Termination.

4.1 Except as otherwise provided herein, this Agreement shall remain in full force and effect for so long as Licensee remains an active corporation with the Florida Department of State and Licensor maintains the Trademark within the Territory.

4.2 If Licensee makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conduct its business or affairs, or if it is adjudged in any legal proceeding to be either a voluntary or involuntary bankrupt, then all the rights granted herein shall forthwith cease and terminate without prior notice or legal action by Licensor.

4.3 Should Licensee fail to comply with any material provision of this Agreement, Licensor may terminate this Agreement upon 30 days' written notice to Licensee, provided that Licensee has not corrected such default during the notice period.

4.4 This Agreement may be terminated in writing by mutual agreement of the parties.

5. Ownership Of Trademark.

Licensee acknowledges the representations of Licensor that Licensor is the owner of the exclusive right, title and interest in and to the Trademark, and Licensee will not at any time do or cause to be done any act or thing in any way impairing or tending to impair any part of such right, title and interest. In connection with the use of the Trademark, Licensee shall not in any manner represent that it has any ownership in the Trademark or registration thereof, and Licensee acknowledges that use of the Trademark shall not create in Licensee's favor any right, title, or interest in or to the Trademark, but all uses of the Trademark by Licensee shall inure to the benefit of Licensor. Upon termination of this Agreement in any manner provided herein, Licensee will cease and desist from all use of the Trademark in any way (and will deliver up to Licensor, or its duly authorized representatives, all material and papers upon which the Trademark appears) and furthermore Licensee will at no time adopt or use, without Licensor's prior written consent, any word or mark which is likely to be similar to or confusing with the Trademark.

6. Miscellaneous.

6.1 Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party has an adequate remedy in money damages.

6.2 Attorney Fees. In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights hereunder, including, without limitation, reasonable attorneys' and paralegal fees, whether suit be brought or not, and whether incurred in trial or appellate proceedings.

6.3 Remedies. All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

6.4 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by him. Notice may be by facsimile if followed by certified mail, and the date of such facsimile shall control.

6.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted, and the validity and enforceability of all of the other provisions of this Agreement shall not be affected thereby. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render same legally enforceable shall be used in construing this Agreement.

6.6 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

6.7 Interpretation of Pronouns. Wherever pronouns or other parts of speech, and singular or plural forms of words are used in this Agreement, their gender and number are intended to be neither masculine nor feminine, singular or plural but shall be interpreted and construed as the context and circumstances dictate.

6.8 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida, and venue for any controversy arising hereunder shall be Columbia County, Florida.

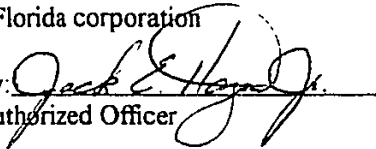
6.9 Entire Agreement. This Agreement, including any Exhibits, sets forth the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may not be altered, modified, or amended in any manner except by an agreement in writing duly executed by both parties hereto, except as otherwise provided.

6.10 Benefit. This Agreement shall not be assignable by any party except as specifically provided herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, permissible assigns and legal representatives.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

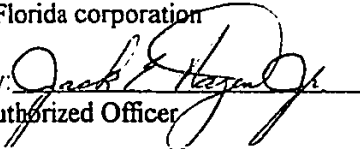
LICENSOR:

HILLANDALE FARMS OF FLORIDA, INC.
a Florida corporation

By: 
Authorized Officer

LICENSEE:

BRONSON FARMS, INC.
a Florida corporation

By: 
Authorized Officer