

Document Number Only

817449

FILED
98 DEC 23 PM 4:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
1/1/99

CT Corporation System
Requestor's Name
660 East Jefferson Street
Address
Tallahassee, FL 32310 222-1092
City State Zip Phone

300002721443--3
-12/24/98-01001-054
*****78.75 *****78.75

CORPORATION(S) NAME

Barana Supply Co., Inc.

- ☐ Profit
☐ NonProfit
☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Fictitious Name
☒ Certified Copy
☐ Call When Ready
☒ Walk In
☐ Mail Out
- ☐ Amendment
☐ Dissolution/Withdrawal
☐ Annual Report
☐ Name Registration
☐ UCC-1 Financing Statement
☐ Photo Copies
☒ Call if Problem
☐ Will Wait
- ☒ Merger
☐ Limited Liability Company
☐ Other
☐ Change of R.A.
☐ UCC-3 Filing
☐ CUS
☐ After 4:30
☒ Pick Up

Name Availability
Document Examiner
Updater
Verifier
Acknowledgment
W.P. Verifier

Please Return Extra Copies
File Stamped.

Thank You!!

12/23

Hope

Yranger

VS DEC 24 1998

ARTICLES OF MERGER
Merger Sheet

MERGING:

BANANA SUPPLY CO., INC., a Florida corporation, J77853

INTO

CHIQUITA BRANDS COMPANY, NORTH AMERICA, a Delaware corporation,
817449

File date: December 23, 1998, effective January 1, 1999

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER
OF
BANANA SUPPLY CO., INC.,
CHIQUITA BRANDS COMPANY, NORTH AMERICA

EFFECTIVE DATE

1/1/99

FILED

98 DEC 23 PM 4:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

WHEREAS, pursuant to an Agreement and Plan of Merger dated as of December 10, 1998, BANANA SUPPLY CO., INC., a Florida corporation ("Banana Supply") and CHIQUITA BRANDS COMPANY, NORTH AMERICA, a Delaware corporation ("Chiquita") have agreed that Banana Supply shall be merged with and into Chiquita.

NOW, THEREFORE, pursuant to Section 607.1105 of the Florida Business Corporation Act the undersigned Banana Supply and Chiquita adopt the following Articles of Merger and certify as follows:

1. Attached as Exhibit A is the Agreement and Plan of Merger of Banana Supply with and into Chiquita (the "Plan"), as approved by the respective boards of directors and shareholders of Banana Supply and Chiquita.

2. The Plan was approved ^{and adopted} by the sole shareholder of each of Banana Supply and Chiquita by the respective Unanimous Written Consents of such shareholders dated as of November 12, 1998.

3. The effective date of the Merger shall be January 1, 1999.

IN WITNESS WHEREOF, Banana Supply and Chiquita have executed these Articles of Merger as of the 10th day of December, 1998.

CHIQUITA BRANDS COMPANY, NORTH AMERICA

By: 

Fred B. Heptinstall
Executive Vice President

BANANA SUPPLY CO., INC.

By: 

Jeff E. Filiater
President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement") dated as of December 10, 1998, is made by and between CHIQUITA BRANDS COMPANY, NORTH AMERICA, a Delaware corporation (hereinafter "Survivor") and BANANA SUPPLY CO., INC., a Florida corporation (hereinafter "Banana Supply").

WITNESSETH:

WHEREAS, all of the issued and outstanding shares of Survivor and Banana Supply are owned by Chiquita Brands, Inc., a Delaware corporation (hereinafter "Chiquita"); and

WHEREAS, Chiquita, and the respective boards of directors of the Survivor and Banana Supply have determined that it is advisable that Banana Supply be merged with and into Survivor on the terms and conditions set forth below, in accordance with applicable provisions of the laws of Delaware and Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties agree that Banana Supply shall be merged with and into Survivor, and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of converting the shares of Banana Supply shall be as follows:

1. Banana Supply and Survivor shall be merged into a single corporation in accordance with the laws of the states of Delaware and Florida. Banana Supply shall merge with and into Survivor, which shall be the surviving corporation. The separate existence of Banana Supply shall cease and the existence of Survivor shall continue unaffected and unimpaired by the merger with all rights, privileges, immunities and powers, subject to all duties and liabilities, of a corporation organized under the Delaware General Corporation Law.

2. The designation and number of shares currently authorized and outstanding with respect to Banana Supply and Survivor are as follows:

- | | | |
|-----|----------------|--|
| (a) | Banana Supply: | 100 common shares authorized
No par value
10 common shares outstanding |
| (b) | Survivor: | 1,000 common shares authorized
\$10.00 par value
1,000 common shares outstanding |

3. Chiquita, as sole stockholder of Banana Supply and Survivor, has waived (i) written notice of the adoption of this Agreement and Plan of Merger and (ii) receipt of a copy of Sections 607.1301, 607.1302 and 607.1320 of the Florida Business Corporation Act, which Sections set forth the rights of stockholders dissenting from the adoption of this Agreement to be paid the fair value of their shares. Within 30 days after the execution of this Agreement, Articles of Merger shall be executed and filed with the Department of State of Florida, and a Certificate of Merger shall be executed and filed with the Secretary of State of Delaware. The merger shall be effective as of January 1, 1999 (hereinafter "Effective Date of Merger").

4. The manner and basis of converting the shares of stock of Banana Supply are as follows:

Each share of common stock of Banana Supply issued and outstanding on the Effective Date of Merger and all rights in respect of each such share shall, on said date, be canceled. All outstanding certificates representing shares of Banana Supply shall be surrendered to Survivor.

Shares of common stock of Survivor, whether authorized or issued on the Effective Date of Merger, shall not be converted or exchanged as a result of the merger, but upon said date all authorized shares of common stock of Survivor (whether issued or unissued) shall be deemed shares of stock of Survivor, and all such shares of stock of Survivor outstanding on the Effective Date of Merger (including treasury shares of Survivor) shall remain outstanding, shall be deemed fully paid and nonassessable, and shall retain all rights to accrued and unpaid dividends, if any. The number of outstanding shares of Survivor shall thus remain the same both prior to and after the merger.

5. From and after the Effective Date of the Merger, Survivor shall possess all rights, privileges, immunities, and franchises, of a public as well as of a private nature, of Banana Supply. All property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and each and every other interest and obligation, of or belonging to or due Banana Supply, shall be taken and deemed to be transferred to and vested in Survivor without further act or deed. The title to any real property, or any interest in real property, vested in Banana Supply, shall not revert or be in any way impaired by reason of the merger.

6. Survivor shall, from the Effective Date of Merger, be responsible and liable for all the liabilities and obligations of Banana Supply; and any claim existing or action or proceeding pending by or against Banana Supply may be prosecuted as if such merger had not taken place, or Survivor may be substituted in the place of Banana Supply. Neither the rights of creditors nor any liens upon the property of Banana Supply shall be impaired by the merger.

7. Stockholders of Banana Supply dissenting from the adoption of this Agreement and Plan of Merger are entitled, upon compliance with Section 607.1320 of the Florida Business Corporation Act, to be promptly paid the fair value of their shares.

8. The Certificate of Incorporation of Survivor shall be and remain the Certificate of Incorporation of Survivor until altered, amended, or repealed.

9. The Bylaws of Survivor shall be and remain the Bylaws of Survivor until altered, amended or repealed.

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

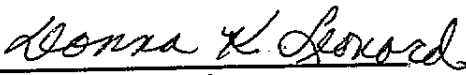
11. Banana Supply and Survivor shall take, or cause to be taken, all action necessary, proper or advisable under the laws of the State of Florida and the State of Delaware to consummate and make effective the merger.

12. The address of Survivor's registered office in the State of Delaware, and the name of its registered agent at such address shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CHIQUITA BRANDS COMPANY, NORTH AMERICA

Attest:

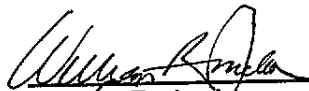

Donna K. Leonard
Assistant Secretary

By:


Fred B. Hepting
Executive Vice President

BANANA SUPPLY CO., INC.

Attest:


William R. Jordan
Secretary and Treasurer

By:


Jeff E. Filiater
President

The undersigned, Donna K. Leonard, Assistant Secretary of Chiquita Brands Company, North America ("Survivor"), certifies that the foregoing Agreement and Plan of Merger was adopted and approved by the sole stockholder of Survivor by Unanimous Written Consent dated as of December 10, 1998.


Donna K. Leonard
Donna K. Leonard, Assistant Secretary

The undersigned, William R. Jordan, Secretary and Treasurer of Banana Supply Co., Inc. ("Banana Supply"), certifies that the foregoing Agreement and Plan of Merger was adopted and approved by the sole stockholder of Banana Supply by Unanimous Written Consent dated as of December 10, 1998.

William R. Jordan
William R. Jordan, Secretary and Treasurer

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 10th day of December, 1998, by Fred B. Heptinstall, Executive Vice President of Chiquita Brands Company, North America, a Delaware corporation, on behalf of the corporation.

Barbara M. Howland
Barbara M. Howland
Notary Public
 BARBARA HOWLAND
Notary Public, State of Ohio
My Commission Expires July 27 2003

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 10 day of Dec, 1998, by Jeff E. Filiater, President of Banana Supply Co., Inc., a Florida corporation, on behalf of the corporation.

Donna Valliere