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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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To: Survivor LLLP is being filed now in
Division of Corporations Florida - submitted today 12/30/09
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From:
Account Name : CORPORATION SERVICE COMPANY
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**MERGER OR SHARE EXCHANGE
THREE SONS FARMS, LLLP**

Certificate of Status	0
Certified Copy	0
Page Count	06
Estimated Charge	\$77.50

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2009 DEC 30 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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TALLAHASSEE, FLORIDA

2009 DEC 30 AM 10:52

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M. THOMAS

DEC 31 2009

EXAMINER

CERTIFICATE OF MERGER

of

JOHNSON FARMS OF MISSISSIPPI, LLC
(a Mississippi limited liability company)

With and Into

THREE SONS FARMS, LLLP
(a Florida limited liability limited partnership)

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TALLAHASSEE, FLORIDA

It is hereby certified that:

1. The constituent entities participating in the merger herein certified are:

a. **JOHNSON FARMS OF MISSISSIPPI, LLC**, which is a Mississippi limited liability company formed under the laws of the State of Mississippi.

b. **THREE SONS FARMS, LLLP**, which is a Florida limited liability limited partnership formed under the laws of the State of Florida.

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2. A Plan and Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the aforesaid constituent entities in accordance with (a) pertinent provisions of the operating agreement and of Sections 79-29-209 – 79-29-214 of the Mississippi Limited Liability Company Act by **JOHNSON FARMS OF MISSISSIPPI, LLC**, and (b) the pertinent provisions of the partnership agreement and Sections 620.2106 - 620.2109 of the Florida Revised Uniform Limited Partnership Act of 2005 by **THREE SONS FARMS, LLLP**.

3. The name of the Surviving Entity in the merger herein certified is **THREE SONS FARMS, LLLP**, which will continue its existence as said Surviving Entity under its present name upon the effective date of said merger pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005.

4. The Certificate of Limited Liability Limited Partnership of **THREE SONS FARMS, LLLP**, is now in force and effect and shall continue to be the Certificate of Limited Liability Limited Partnership of said Surviving Entity until amended and changed pursuant to the provisions of the Florida Uniform Limited Partnership Act of 2005.

5. The executed Plan and Agreement of Merger between the aforesaid constituent partnerships is on file at the principal place of business of the sole general partner of the aforesaid Surviving Entity, the address of which is:

THREE SONS FARMS, LLLP
4615 West Tradewinds Avenue
Lauderdale-by-the-Sea, Florida 33308

6. The effective date and time of the merger shall be the 30th day of December, 2009.

7. **JOHNSON FARMS OF MISSISSIPPI, LLC**, the Terminating Entity in the merger, shall be terminated on the effective date of the merger.

Dated: December 30, 2009.

SURVIVING ENTITY:

THREE SONS FARMS, LLLP, a Florida limited liability limited partnership

By: **OUGHT-KNOT INVESTMENTS, LLC**, General Partner

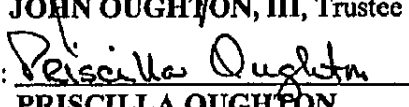
By: **JOHN OUGHTON, III TRUST**
U/A/D 12/21/05, Member

By: 
JOHN OUGHTON, III, Trustee

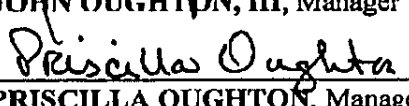
By: 
PRISCILLA OUGHTON,
Trustee

By: **PRISCILLA OUGHTON TRUST**
U/A/D 12/21/05, Member

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JOHN OUGHTON, III, Trustee

By: 
PRISCILLA OUGHTON,
Trustee

By: 
JOHN OUGHTON, III, Manager

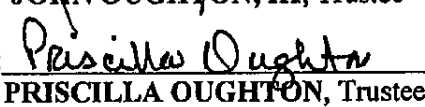
By: 
PRISCILLA OUGHTON, Manager

TERMINATING ENTITY:

JOHNSON FARMS OF MISSISSIPPI, LLC, a Mississippi limited liability company

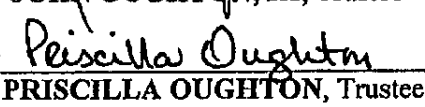
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PRISCILLA OUGHTON, Trustee

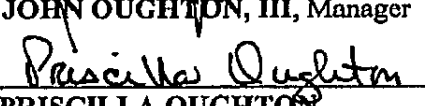
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JOHN OUGHTON, III, Trustee

By: 
PRISCILLA OUGHTON, Trustee

By: **OUGHT-KNOT INVESTMENTS, LLC**, Member

By: 
JOHN OUGHTON, III, Manager

By: 
PRISCILLA OUGHTON,
Manager

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TALLAHASSEE, FLORIDA

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PLAN AND AGREEMENT OF MERGER

of

JOHNSON FARMS OF MISSISSIPPI, LLC
(a Mississippi limited liability company)

With and Into

THREE SONS FARMS, LLLP
(a Florida limited liability limited partnership)

This **PLAN AND AGREEMENT OF MERGER** is hereby adopted by **JOHNSON FARMS OF MISSISSIPPI, LLC**, a Mississippi limited liability company, by written consent of its members and managers effective as of December 30, 2009, and by **THREE SONS FARMS, LLLP**, a Florida limited liability limited partnership, by written consent of its partners effective as of December 30, 2009. The names of the entities planning to merge are **JOHNSON FARMS OF MISSISSIPPI, LLC**, a Mississippi limited liability company ("LLC"), and **THREE SONS FARMS, LLLP**, a Florida limited liability limited partnership ("LLLP"). The name of the Surviving Entity into which the LLC plans to merge is "**THREE SONS FARMS LLLP**".

1. The LLC and LLLP shall, pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005 and in the same manner as is provided in the Mississippi Limited Liability Company Act be merged with and into a single limited liability limited partnership, the LLLP, which shall be the Surviving Entity upon the effective date of the merger, and is sometimes hereinafter referred to as the "Surviving Entity", and which shall continue to exist as said Surviving Entity under its present name pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005. The separate existence of the LLC, which is sometimes hereinafter referred to as the "Terminating Entity", shall cease upon the effective date of the merger in the same manner as is provided in the Mississippi Limited Liability Company Act.

2. The Certificate of Limited Liability Limited Partnership of the LLLP ("Certificate") upon the effective date of the merger in the jurisdiction of its organization shall continue to be the Certificate of the Surviving Entity, and said Certificate shall continue in full force and effect until amended or changed in the manner prescribed by the provisions of the Florida Revised Uniform Limited Partnership Act of 2005.

3. The present Agreement of Limited Liability Limited Partnership of the LLLP shall continue to be the Agreement of Limited Liability Limited Partnership of the Surviving Entity and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Florida Revised Uniform Limited Partnership Act of 2005.

4. The general partner and the limited partners of the Surviving Entity upon the effective date of the merger in the jurisdiction of its organization shall continue to be the general

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JESSICA L. HARRIS

and limited partners of the Surviving Entity in accordance with the Agreement of Limited Liability Limited Partnership of the **LLLP**.

5. The participating percentages of the interests of the members of the Terminating Entity shall, upon the effective date of the merger and without any action by the members, be identical to the partners in the Surviving Entity. The general partner and the limited partners of the Surviving Entity shall be identical to those members of the Terminating Entity. Therefore, the participating percentages of the interests of the general partner and of the limited partners of the Surviving Entity shall not be changed in any manner and shall be identical with the membership interests of the Terminating Entity as of the effective date of the merger.

6. The Surviving Entity shall possess all the rights, privileges, immunities, franchises, and powers of the Terminating Entity, and all property, real, personal and mixed, and all debts due to the Terminating Entity, as well as all other choses in action, and every interest of or belonging to or due to the Terminating Entity shall be deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any interest therein vested in the Terminating Entity shall not revert or be in any way impaired by such merger.

7. The Surviving Entity shall thereupon and thereafter be responsible and liable for all the liabilities and obligations of the Terminating Entity; and any claim existing or action or proceeding pending by or against the Terminating Entity may be prosecuted as if such merger had not taken place, or such Surviving Entity may be substituted in its place. Neither the rights of creditors nor any liens upon the property of the Terminating Entity shall be impaired by such merger.

8. The Plan and Agreement of Merger of the Terminating Entity with and into the Surviving Entity has been fully authorized in accordance with the provisions of the Mississippi Limited Liability Company Act and the Florida Revised Uniform Limited Partnership Act of 2005, and in accordance with the operating agreement of the Terminating Entity and the partnership agreement of the Surviving Entity. The Terminating Entity and the Surviving Entity hereby stipulate that they will cause to be executed and filed and/or recorded Certificates of Merger and any document or documents prescribed by the laws of the State of Florida and the State of Mississippi, and they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The members of the Terminating Entity and the general partner of the Surviving Entity, respectively, are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger or of the merger provided for herein.

{Signatures begin on following page.}

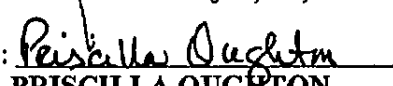
SURVIVING ENTITY:

THREE SONS FARMS, LLLP, a Florida
limited liability limited partnership

By: **OUGHT-KNOT INVESTMENTS,
LLC**, General Partner

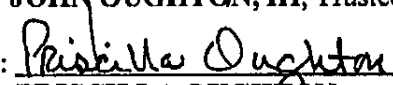
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U/A/D 12/21/05, Member

By: 
JOHN OUGHTON, III, Trustee

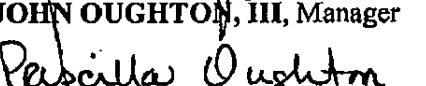
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By: 
JOHN OUGHTON, III, Manager

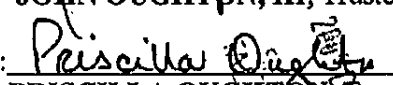
By: 
PRISCILLA OUGHTON, Manager

TERMINATING ENTITY:

**JOHNSON FARMS OF MISSISSIPPI,
LLC**, a Mississippi limited liability company

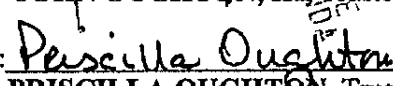
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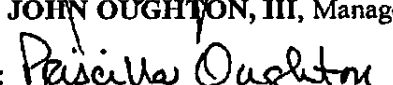
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