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TALLAHASSEE, FLORIDA

S. HAWKES

AUG 3 2009

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Cal-Maine Foods, Inc.
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Robert L. Holladay, Jr., Esq.

Contact Person

YoungWilliams P.A.

Firm/Company

P. O. Box 23059

Address

Jackson, MS 39225-3059

City, State and Zip Code

rob.holladay@youngwilliams.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Robert L. Holladay, Jr., Esq.

Name of Contact Person

at (601)

948-6100

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00 X 14 certified copies

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

*\$1530.00
Filing Fee
Enclosed*

**Certificate of Merger
For
Florida Limited Liability Company**

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TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hillandale, LLC	Florida	LLC LC5-741107
Zephyr Egg, LLC	Florida	LLC LC8-60947
Tampa Farms, LLC	Florida	LLC LC8-1059134

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Cal-Maine Foods, Inc.	Delaware	Corporation F05-5862

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

August 1, 2009

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

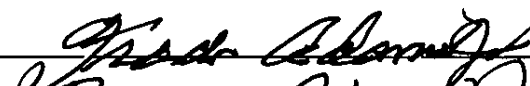

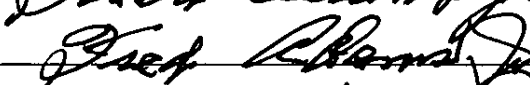
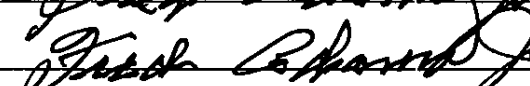
Street address:

Mailing address:

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TALLAHASSEE, FLORIDA

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Cal-Maine Foods, Inc.		Fred Adams, Jr.
Hillandale, LLC		Fred Adams, Jr.
Zephyr Egg, LLC		Fred Adams, Jr.
Tampa Farms, LLC		Fred Adams, Jr.

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<u>Fees:</u>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

Certified Copy (optional): (14 copies) \$30.00 X 14 = \$420.00

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PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Hillandale, LLC	Florida	LLC
Zephyr Egg, LLC	Florida	LLC
Tampa Farms, LLC	Florida	LLC

SECOND: The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Cal-Maine Foods, Inc.	Delaware	Corporation

THIRD: The terms and conditions of the merger are as follows:

See Agreement and Plan of Merger attached hereto.

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

N/A

(Attach additional sheet if necessary)

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FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Attached.

(Attach additional sheet if necessary)

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SIXTH: Other provisions, if any, relating to the merger are as follows:

N/A

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is entered into this the 29th day of July, 2009, by and between **Cal-Maine Foods, Inc.**, a Delaware Corporation ("Parent") and **Hillandale, LLC, Zephyr Egg, LLC, and Tampa Farms, LLC**, all Florida limited liability companies (the "Subsidiaries") (hereafter, Parent and the Subsidiaries may be jointly referred to as the "Companies").

WHEREAS, Parent is the owner of one hundred percent (100%) of the issued and outstanding membership interests of the Subsidiaries; and

WHEREAS, Parent and the Subsidiaries agree that it is in their best interests to merge the Subsidiaries with and into Parent;

NOW, THEREFORE, the Companies hereby agree as follows:

1. Merger and Surviving Entity. The Subsidiaries shall be merged (the "Merger") with and into Parent in accordance with the provisions of this Agreement and the laws of the State of Florida and the State of Delaware, as applicable. Upon the effective time of the Merger (the "Effective Time"), the separate existence of the Subsidiaries shall cease and Parent shall be the surviving corporation ("Surviving Entity"). Parent shall continue the business of the Companies and shall continue to be governed by the laws of the State of Delaware.

2. Cancellation of Certificates and Units. At the Effective Time, by virtue of the Merger and without any action on the part of any of the Companies or any of their shareholders or members, as applicable, any and all of the outstanding certificates representing membership interests in the Subsidiaries, and any units evidenced thereby, shall be deemed canceled, retired and terminated.

3. Certificate of Incorporation, Bylaws and Stock of Surviving Entity. The Certificate of Incorporation and Bylaws of Parent as in effect immediately prior to the Effective Time shall not be affected by this Merger and shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Entity after the Effective Time. The issued and outstanding shares of stock of Parent shall not be affected by this Merger.

4. Submission to Members and Directors and Effectiveness. This Agreement and the transactions contemplated herein shall be submitted for adoption to the sole Member and, where applicable, Board of Directors of each of the Subsidiaries and to the Board of Directors of Parent. If this Agreement and the plan of merger contained herein are effectively adopted by the Companies, then at the time when the Board of Directors of the Parent desires to consummate the Merger, a Certificate of Merger shall be executed by the parties and delivered for filing to the Secretary of State of the State of Florida in accordance with the applicable provisions of Florida law and a Certificate of Merger of Domestic Corporation and Foreign Limited Liability Company shall be executed and delivered for filing to the Delaware Department of State. The Companies shall execute all other documents and take all other actions necessary and proper to effect the Merger.

5. Transfer of Assets and Liabilities. Upon and following the Effective Time:

a. All property, real, personal and mixed, and all debts due on whatever account, and all causes in action, and each and every other right or interest, of or belonging to or due to the Subsidiaries, shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed. The title to any real estate, or any interest therein, vested in the Subsidiaries shall not revert or be in any way impaired by reason of the Merger.

b. The Surviving Entity shall be responsible and liable for all liabilities and obligations of each of the Companies and neither the rights of creditors nor any liens on the property of any of the Companies shall be impaired by reason of the Merger.

6. Termination. This Agreement may be terminated at any time prior to the Effective Time by consent of the Board of Directors of Parent.

7. Effect of Termination. In the event of termination of this Agreement as provided above, this Agreement will become void and there will be no obligation or liability on the part of any of the Companies or any of their directors, officers, shareholders, managers or members.

8. Entire Agreement. This Agreement, including the documents and instruments referred to herein:

a. constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the Companies with respect to the subject matter of this Agreement;

b. is not intended to confer upon any other person any rights or remedies;

c. will not be assigned by operation of law or otherwise;

d. may be executed in two or more counterparts which together shall constitute a single agreement.

[Signatures on following page]

IN WITNESS WHEREOF, each of the Companies have caused this Agreement to be signed by their respective officers as of the date first written above.

Cal-Maine Foods, Inc.

By: [Signature]
Name: Fred Adams, Jr.
Title: CEO

Hillandale, LLC

By: [Signature]
Name: Fred Adams, Jr.
Title: CEO

Zephyr Egg, LLC

By: [Signature]
Name: Fred Adams, Jr.
Title: CEO

Tampa Farms, LLC

By: [Signature]
Name: Fred Adams, Jr.
Title: CEO

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SECRETARY'S CERTIFICATE

The undersigned hereby certifies on behalf of Cal-Maine Foods, Inc. that the foregoing Agreement and Plan of Merger has been adopted by Cal-Maine Foods, Inc. pursuant to Section 251(f) of the General Corporation Law of the State of Delaware (the "DGCL") and that all of the conditions specified in the first sentence of Section 251(f) of the DGCL have been satisfied.

IN WITNESS WHEREOF, the undersigned has set his hand as of this 29th day of July, 2009.

[Signature]
Timothy A. Dawson, Secretary