

Division of Corporations

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Florida Department of State
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE
COW SLOUGH, INC.**

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MAY - 8 2012

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EXAMINER

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ARTICLES OF MERGER
OF
TRIGEN CITRUS, LLC
WITH AND INTO
COW SLOUGH, INC.

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FILED
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Pursuant to the provisions of Sections 607.1109 and 608.4382 of the Florida Statutes, the undersigned entities hereby adopt the following Articles of Merger:

ARTICLE I - PLAN OF MERGER

The Agreement and Plan of Merger of TRIGEN CITRUS, LLC, a Florida limited liability company, with and into COW SLOUGH, INC., a Florida corporation, with COW SLOUGH, INC. being the surviving corporation, is set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE II - ADOPTION OF PLAN OF MERGER

The Plan of Merger was approved by the sole member of TRIGEN CITRUS, LLC, by resolutions adopted by Written Consent dated the 1st day of January, 2012, and the Plan of Merger was approved by the Board of Directors of COW SLOUGH, INC. by resolutions adopted by Written Consent dated the 1st day of January, 2012.

ARTICLES III - EFFECTIVE DATE OF MERGER

The effective date of the Merger shall be as of the date of filing of these Articles of Merger with the Secretary of State of the State of Florida.

DATED this 1st day of January, 2012.

TRIGEN CITRUS, LLC, a Florida limited liability company

COW SLOUGH, INC., a Florida corporation

By: Cow Slough, Inc., sole Member

By: John F. Smoak III
John F. Smoak III, President

By: John F. Smoak III
John F. Smoak III, President

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Exhibit "A"**AGREEMENT AND PLAN OF MERGER OF
TRIGEN CITRUS, LLC
WITH AND INTO
COW SLOUGH, INC.**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is entered into this 1st day of January, 2012, by and between TRIGEN CITRUS, LLC, a Florida limited liability company ("Trigen") and COW SLOUGH, INC., a Florida corporation ("Cow Slough").

RECITALS

WHEREAS, the sole Member of Trigen has resolved that Trigen be merged, pursuant to §608.438 of the Florida Statutes, with and into Cow Slough, being the "Surviving Entity".

WHEREAS, the Board of Directors of Cow Slough has resolved that Trigen be merged, pursuant to §607.1108 of the Florida Statutes, with and into Cow Slough.

NOW THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree in accordance with the Florida Business Corporation Act and the Florida Limited Liability Company Act with the following terms and conditions:

1. Recitals. The recitals as set forth above are true and correct and are hereby incorporated herein by reference.

2. Merger.

2.1 Consent by Board of Directors. The Board of Directors of Cow Slough hereby agrees that Trigen, at the Effective Date (as hereinafter defined), shall be merged with and into Cow Slough (the "Merger").

2.2 Consent by Sole Member. The sole Member of Trigen hereby consents to the Merger, and pursuant to §608.455, Florida Statutes, hereby waives any notice of such action.

3. Effects of Merger.

3.1 Certain Effects of Merger. On the Effective Date, the separate existence of Trigen shall cease and Trigen shall be merged with and into Cow Slough which, as the Surviving Entity, shall possess all the rights, privileges, powers and franchises of a public as well as private nature, and be subject to all restrictions, disabilities and duties of Trigen and all and singular, the rights, privileges, powers and franchises of Trigen, and all property, real, personal and mixed, and all debts due to Trigen on whatever account, and all other things in

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action or belonging to Trigen, shall be vested in Cow Slough, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of Cow Slough as they were of Trigen, and the title to any real estate vested by deed or otherwise under the laws of the State of Florida or any other jurisdiction in Trigen shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Trigen shall be preserved unimpaired, and all debts, liabilities and duties of Trigen shall thenceforth attach to Cow Slough and may be enforced against Cow Slough to the same extent as if said debts, liabilities and duties had been incurred or contracted by Cow Slough. At any time, or from time to time, after the Effective Date, the officers of the Surviving Entity may, in the name of Trigen, execute and deliver all such proper deeds, assignments and other instruments and take or cause to be taken all such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Entity title to and possession of all of Trigen's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Names, Street Addresses, Entity Types and Jurisdictions of Constituent Parties.

4.1 Name, Street Address, Entity Type and Jurisdiction of Merging Entity. The name, street address, entity type and jurisdiction of the merging entity are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Trigen Citrus, LLC 1025 County Road 17 North Lake Placid, Florida 33852	Florida	Limited Liability Company

4.2 Name, Street Address, Entity Type and Jurisdiction of Surviving Entity. The name, street address, entity type and jurisdiction of the Surviving Corporation are as follows:

<u>Name and Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Cow Slough, Inc. 1025 County Road 17 North Lake Placid, Florida 33852	Florida	Corporation

5. Name of Surviving Entity, Articles of Incorporation, Bylaws.

5.1 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be Cow Slough, Inc.

5.2 Articles of Incorporation. The Articles of Incorporation of Cow Slough, as in effect on the date hereof, shall from and after the Effective Date be and continue to

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be the Articles of Incorporation of the Surviving Entity until changed or amended as provided by law.

5.3 Bylaws. The Bylaws of Cow Slough, from and after the Effective Date, shall be the Bylaws of the Surviving Entity until changed or amended, in accordance with the terms thereof.

6. Membership Interest; Stock. As Cow Slough is the sole Member of Trigen, no additional stock will be issued in relation to the Merger and Cow Slough's Membership Interest in Trigen will be cancelled.

7. Miscellaneous.

7.1 Termination. This Plan of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger and whether before or after approval of this Plan of Merger by the sole Member of Trigen or the directors of Cow Slough, if the sole Member of Trigen or the directors of Cow Slough duly adopt a resolution abandoning this Plan of Merger.

7.2 Effective Date. The Effective Date of the Merger shall be as of the date of filing of the Articles of Merger with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, this Plan of Merger has been executed as of the date first above written by the parties hereto as of the date first above written.

Witnesses:

TRIGEN CITRUS, LLC, a Florida limited liability company

By: COW SLOUGH, INC., a Florida corporation, its sole Member

Dean S. Eames
Bonnie Brown

By: John F. Smoak III
JOHN F. SMOAK III, President

COW SLOUGH, INC., a Florida corporation

Dean S. Eames
Bonnie Brown

By: John F. Smoak III
JOHN F. SMOAK III, President

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