

L08000067409

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

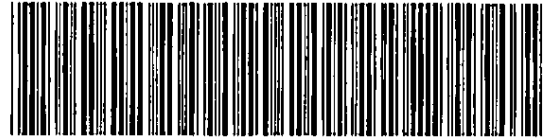
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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STATE
RECORDS
DIVISION
JAN 2 2020
10 50 AM PM 3:00

Morgan

JAN 2 9 2020

D CUSHING

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DLF Packing, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Steve L. Henderson

Contact Person

Collins Brown Barkett, Chartered

Firm/Company

956 Beachland Blvd

Address

Vero Beach, FL, 32963

City, State and Zip Code

<dfeek@dlfintl.com>

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

For further information concerning this matter, please call:

Steve L. Henderson

at (772) 231 4343

Name of Contact Person

Area Code and Daytime Telephone Number

Certified Copy (optional) \$8.75

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

19 DEC 29 PM 3:07
RECEIVED
DIVISION OF CORPORATIONS
TALLAHASSEE, FL

**Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity**

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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>
DLF International, Inc.	Florida	Profit Corporation

S 62696

19 DEC 30 PM 3:00
 STATE DEPT OF STATE
 1000 PENNSYLVANIA AVENUE
 TALLAHASSEE, FL 32304

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>
DLF Packing, LLC	Florida	Limited Liability Company

L08-67409

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, 605, 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:

January 1, 2020

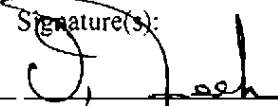
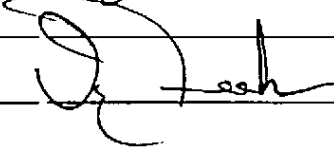
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 surviving party is an out-of-state entity, the surviving entity:

- a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
- b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
DLF Packing, LLC		Douglas L. Feek, member
DLF International, Inc.		Douglas L. Feek, President

- 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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

AGREEMENT AND PLAN OF MERGER FOR DLF INTERNATIONAL, INC
AND DLF PACKING, LLC.

This Agreement and Plan of Merger is made and entered into as of the 16th day of December, 2019, by and among DLF Packing, LLC, a limited liability company organized and existing under the laws of the State of Florida having an office at 150 N. Graves Road, Ft. Pierce, Fl 34945 ("Merging Entity") and DLF International, Inc., a corporation organized and existing under the laws of the State of Florida having an office at 150 N. Graves Road, Ft. Pierce, Fl 34945 ("Merged Entity").

WHEREAS, the authorized capital stock of the Merged Entity consists of 10,000 shares of common stock, \$1.00 par value, of which 750 shares were issued and outstanding as of the date hereof; and

WHEREAS, the Board of Directors and Shareholders of the Merged Entity and the members of the Merging Entity, have deemed it advisable and to the advantage of both entities that the Merged Entity merge into the Merging Entity upon the terms and conditions herein provided; and

WHEREAS, the Merging Entity and Merged Entity intend that the merger contemplated hereby qualify as a tax free reorganization within the meaning of Section 368(a) (1) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board of Directors and Shareholders of the Merged Entity, and the members of the Merging Entity, have approved this Agreement and Plan of Merger and have directed that this Agreement and Plan of Merger be submitted to a vote of the shareholders and members of said entities, respectively.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the Merging Entity and the Merged Entity hereby agree to merge in accordance with the following plan:

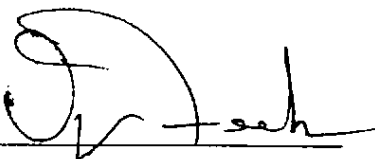
1. **Merger:** The Merged Entity shall be merged with and into the Merging Entity, and the Merging Entity shall survive the merger, all as, and with the effect provided by the corporation and limited liability company laws of the State of Florida and this Agreement and Plan of Merger. As soon as practicable after the members and shareholders of each of said entities shall approve this Agreement and Plan of Merger, appropriate Articles of Merger shall be signed, verified and delivered for filing with the Florida Secretary of State. This Agreement and Plan of Merger shall become effective for purposes of all applicable law at the time such Articles of Merger are filed with the Florida Secretary of State (hereinafter referred to as the "Effective Time").
2. **Managers and Governing Documents:** The managers and any appointed officers of the Merging Entity shall be the same upon the Effective Time as they are for the Merging Entity immediately prior thereto. The Articles of Organization and Operating Agreement of the Merging Entity shall continue to be the Articles of Organization and Operating Agreement of the Merging Entity as the surviving entity without change or amendment until further amended in accordance with the provisions thereof and applicable laws.
3. **Rights and Liabilities of Merged Entity:** At and after the Effective Time, the Merging Entity shall possess all of the rights, privileges, immunities and franchises of a public and private nature

of each of the merging entities; any and all property, real, personal and mixed, and any and all debts due the Merged Entity on whatever account, and all other choses in action, and all and every other interest of the Merged Entity shall be taken and transferred to and vested in the Merging Entity without further act or deed; and the title to any real estate, or any interest therein, vest in the Merged Entity shall not prevent or be in any way impaired by reason of the merger.

4. **Further Assurances:** From time to time, as and when required by the Merging Entity, there shall be executed and delivered on behalf of the Merged Entity such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Merging Entity the title to and possession of powers, franchises and authority of the Merged Entity and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the members and officers (if any appointed) of the Merging Entity are fully authorized in the name and on behalf of the Merged Entity or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.
5. **Stock Interests/Member Interests:** The shareholders of the Merged Entity and the members of the Merging Entity are the same persons, each owning 50% of the stock of the Merged Entity and 50% of the membership interests in the Merging Entity. There shall be no additional issuance of membership interests in the Merging Entity.
6. **Employee Benefit Plans:** As of the Effective Time, the Merging Entity shall assume all obligations of the Merged Entity under any and all employee benefit plans in effect as of such time or with respect to which employee rights or accrued benefits are outstanding as of such time.
7. **Book Entries:** As of the Effective Time, entries shall be made upon the books of the Merging Entity in respect of this Agreement and Plan of Merger in accordance with the following: the assets and liabilities of the Merged Entity immediately prior to the Effective Time shall be recorded on the books of the Merging Entity at the same amounts at which they were carried on the books of the Merged Entity immediately prior to the Effective Time.

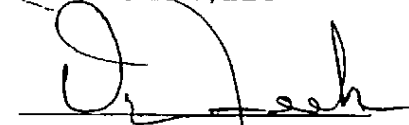
IN WITNESS WHEREOF, each of the parties hereto, pursuant to authority granted by the directors and shareholders of the Merged Entity and by the members of the Merging Entity has caused this Agreement and Plan of Merger to be executed by the President of the Merged Entity and the members of the Merging Entity, as of the date above written.

DLF INTERNATIONAL, INC.

By: 

Douglas L. Feek, President

~~DLF~~ PACKING, LLC



Douglas L. Feek, Member/Manager



Melanie B. Feek, Member/Manager