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Florida Department of State  
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Email Address: msiering@aol.com

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MERGER OR SHARE EXCHANGE  
Siering Ranch, LLC

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$58.75

\$80.00

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

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>
Siering Ranch, LLC	Florida	limited liability company

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**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>
Siering Ranch, LLC	Arkansas	limited liability company

**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.

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**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:

**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:

c/o National Registered Agents, Inc. of AR

455 W. Maurice Street

Hot Springs, AR 71901-6050

**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 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: 1737 Cypress Court

Saint Cloud, FL 34769

Mailing address: P. O. Box 421910

Kissimmee, FL 34742-1910

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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:
Siering Ranch, LLC (Florida)	<i>Marilyn Siering</i>	Marilyn Siering
Siering Ranch, LIC (Arkansas)	<i>Marilyn Siering</i>	Marilyn Siering

**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:** 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):** \$30.00

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**AGREEMENT AND PLAN OF MERGER OF  
SIERING RANCH, LLC, A FLORIDA LIMITED LIABILITY COMPANY,  
WITH AND INTO  
SIERING RANCH, LLC, AN ARKANSAS LIMITED LIABILITY COMPANY**

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is entered into this 19<sup>th</sup> day of December, 2011, by and between SIERING RANCH, LLC, a Florida limited liability company ("Siering Florida") and SIERING RANCH, LLC, an Arkansas limited liability company ("Siering Arkansas").

**RECITALS**

WHEREAS Marilyn Siering (the "Member") is the sole member and owner of one hundred percent (100%) of the membership interests in Siering Florida and is the sole member and owner of one hundred percent (100%) of the membership interests in Siering Arkansas;

WHEREAS, the Member has resolved that Siering Florida be merged with and into Siering Arkansas, which limited liability company will be the "Surviving Entity," pursuant to §§ 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act (the "Florida Act"), and pursuant to §§ 4-32-1206, 4-32-1207 and 4-32-1208 of the Arkansas Small Business Entity Tax Pass Through Act (the "Arkansas Act").

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 Act and the Arkansas 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. The Member hereby agrees that Siering Florida, at the Effective Date (as hereinafter defined), shall be merged with and into Siering Arkansas (the "Merger").
3. Effects of Merger.

3.1 Certain Effects of Merger. On the Effective Date, the separate existence of Siering Florida shall cease and Siering Florida shall be merged with and into Siering Arkansas 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 Siering Florida and all and singular, the rights, privileges, powers and franchises of Siering Florida, and all property, real, personal and mixed, and all debts due to Siering Florida on whatever account, and all other things in action or belonging to Siering Florida, shall be vested in Siering Arkansas, and all property, rights, privileges, powers and franchises and all and every other interest shall hereafter effectually be the property of Siering Arkansas as they were of Siering Florida, and the

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title to any real estate vested by deed or otherwise under the laws of the State of Florida or any other jurisdiction in Siering Florida shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Siering Florida shall be preserved unimpaired, and all debts, liabilities and duties of Siering Florida shall thenceforth attach to Siering Arkansas and may be enforced against Siering Arkansas to the same extent as if said debts, liabilities and duties had been incurred or contracted by Siering Arkansas. At any time, or from time to time, after the Effective Date, the Member of the Surviving Entity may, in the name of Siering Florida, 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 Siering Florida's property rights, privileges, powers, franchises, immunities and interests and otherwise to carry out the purpose of this Plan of Merger.

4. Certificate of Merger; Name of Surviving Entity; Articles of Organization; Operating Agreement.

4.1 The Member shall execute a Certificate of Merger of Siering Florida into Siering Arkansas, a copy of which is attached hereto as Exhibit A, pursuant to § 608.4382 of the Florida Act, and cause such Certificate of Merger to be delivered to the Florida Secretary of State for filing.

4.2 The Member shall execute Articles of Merger of Siering Florida into Siering Arkansas, a copy of which is attached hereto as Exhibit B, pursuant to § 4-32-1704 of the Arkansas Act, and cause such Articles of Merger to be delivered to the Arkansas Secretary of State for filing.

4.3 Name of Surviving Entity. The name of the Surviving Entity from and after the Effective Date shall be Siering Ranch, LLC.

4.4 Articles of Organization. The Articles of Organization of Siering Arkansas, as in effect on the date hereof, from and after the Effective Date shall be the Articles of Organization of the Surviving Entity until changed or amended as provided by law.

4.5 Operating Agreement. The Operating Agreement of Siering Arkansas, from and after the Effective Date, shall be the Operating Agreement of the Surviving Entity until changed or amended, in accordance with the terms thereof.

5. Manner and Basis of Converting Liability Company Interests or Other Securities of the Company. By virtue of the mutual identity of the sole member of Siering Florida and the sole member of Siering Arkansas, at the Effective Date of the Merger all of the limited liability interests held by the sole member of Siering Florida immediately before the Effective Date, without any action on the part of the holder thereof, shall be extinguished and no limited liability company interests of Siering Arkansas will be issued to the sole member of Siering Arkansas as a result of the Merger.

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6. Management of Surviving Entity. Management of the Surviving Entity is vested in its member. The name and business address of such member are:

Marilyn Siering  
1737 Cypress Court  
Saint Cloud, Florida 34769

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 Siering Florida and the sole member of Siering Arkansas, by the affirmative vote of the members of Siering Florida and Siering Arkansas resolving to abandon this Plan of Merger.

7.2 Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Plan of Merger, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

7.3 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 by the parties hereto as of the date first above written.

WITNESSES:

SIERING RANCH, LLC, a Florida limited liability company

By: Marilyn Siering  
Marilyn Siering, Sole Member

SIERING RANCH, LLC, an Arkansas limited liability company

By: Marilyn Siering  
Marilyn Siering, Sole Member

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