

L11000052813

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

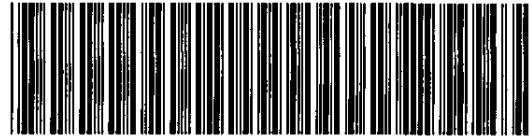
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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1/30 eff 12/31

LAW OFFICES
STUTSMAN THAMES & MARKEY
PROFESSIONAL ASSOCIATION
50 NORTH LAURA STREET, SUITE 1600
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TELEPHONE
904-358-4000
SENDER'S EXT.: 212

FACSIMILE
904-358-4001

December 13, 2013

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

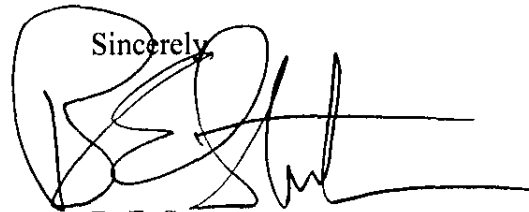
Re: Certificate of Merger between Hilltop Timberlands, LLC and Crisp Family
Timberlands, LLC;
Our File No.: 2209.4650

Ladies and Gentlemen:

Enclosed for filing are the original and one copy of Certificate of Merger between Hilltop Timberlands, LLC and Crisp Family Timberlands, LLC, each a Florida limited liability company. Accompanying the enclosed documents is our firm's check (no. 10279) in the amount of \$80.00 for the necessary filing fees and certified copy.

We would appreciate your filing the original of the Certificate of Merger in accordance with the usual procedure, and your returning to the undersigned a certified copy of the Certificate of Merger.

Please contact the undersigned if you have any questions concerning the enclosed items. Thank you very much for your assistance.

Sincerely,

B. E. Stutsman

BES/saj

Enclosures

By FedEx

c: Dale K. Crisp – By email at dcrisp@kendale.net

**CERTIFICATE OF MERGER
OF
CRISP FAMILY TIMBERLANDS, LLC
A FLORIDA LIMITED LIABILITY COMPANY
AND
HILLTOP TIMBERLANDS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY**

eff
12/31

13 DEC 11 PM 3:00
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Pursuant to the Florida Limited Liability Company Act, Section 608.438 et seq., Florida Statutes the undersigned companies do hereby submit this Certificate of Merger:

1. A copy of the Agreement and Plan of Merger (the "Plan") between Crisp Family Timberlands, LLC, a Florida limited liability company (the "Surviving Company"), and Hilltop Timberlands, LLC, a Florida limited liability company (the "Merging Company"), is attached to this Certificate of Merger as Exhibit "A" and incorporated herein.

2. Pursuant to the terms of the Plan, the Merging Company shall be merged with and into the Surviving Company, which shall be the surviving company.

3. In accordance with the Plan, the effective time and date of the merger shall be 11:59 p.m. December 31, 2013.

4. The Plan was duly approved by all of the Members, the Managers, and all of the Managing Members of the Merging Company by unanimous written consent dated effective December 16, 2013.

5. The Plan was duly approved by all of the Members and the Managing Members of the Surviving Company by unanimous written consent dated effective December 16, 2013.

7. Article 1 of the Articles of Organization of the Surviving Company, shall be amended to read as follows"

"ARTICLE I – NAME"

The name of the limited liability company (the "Company") shall be Hilltop Timberlands, LLC.

[Balance of page intentionally left blank; signatures appearing on next page.]

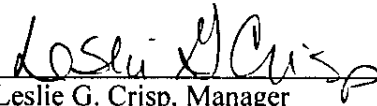
IN WITNESS WHEREOF, this Certificate of Merger has been executed by all of the respective Managers and Managing Members of each company effective as of December 16, 2013.


HILLTOP TIMBERLANDS, LLC

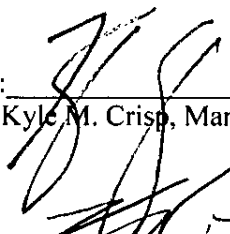
CRISP FAMILY TIMBERLANDS, LLC

By: 
Dale K. Crisp, Manager

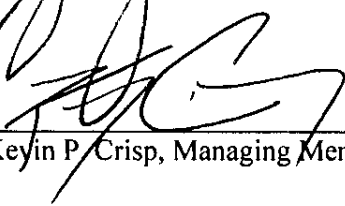
By: 
Dale K. Crisp, Managing Member

By: 
Leslie G. Crisp, Manager

By: 
Leslie G. Crisp, Managing Member

By: 
Kyle M. Crisp, Managing Member

("Surviving Company")

By: 
Kevin P. Crisp, Managing Member

("Merging Company")

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated effective December 16, 2013, by and between **CRISP FAMILY TIMBERLANDS, LLC**, a Florida limited liability company (the "Surviving Company"), and **HILLTOP TIMBERLANDS, LLC**, a Florida limited liability company (the "Merging Company"). (The Surviving Company and the Merging Company are referred to herein collectively as the "Constituent Companies.")

RECITALS:

A. The Surviving Company is a limited liability company organized and existing under the laws of the State of Florida (Document Number L11000052813), having its principal office at 4501 Beverly Avenue, Jacksonville, Florida 32210.

B. The Merging Company is a limited liability company organized and existing under the laws of the State of Florida (Document Number L05000080689), having its principal office at 5108 Harbor Point Circle, Jacksonville, Florida 32210.

C. The Managing Members of the Surviving Company, and the Managers and Managing Members of the Merging Company, deem it desirable and in the best business interests of the Constituent Companies and their respective members that the Merging Company be merged with and into the Surviving Company pursuant to the provisions of Sections 608.438, et seq., of the Florida Limited Liability Company Act, in order that the transaction qualify as a "reorganization" within the meaning of Section 368 (a) (1) (D) of the Internal Revenue Code, as amended.

D. Immediately following the merger, the Surviving Company shall change its name to "Hilltop Timberlands, LLC."

In consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Constituent Companies agree as follows:

1. Member Approval; Effectiveness of Merger. This Agreement shall be submitted to the members of the Surviving Company and the Merging Company for approval, whereupon a Certificate of Merger shall be executed and delivered to the Secretary of the State of Florida in accordance with the laws of the State of Florida, which Certificate of Merger shall have this Agreement attached to it and incorporated in it by reference. The merger shall become effective at 11:59 p.m., on December 31, 2013, such date being sometimes referred to herein as the "Effective Date."

2. Terms of the Merger. On the Effective Date, the Merging Company shall be merged with and into the Surviving Company; all assets and liabilities of the Merging Company, as they exist on the Effective Date, shall pass to, vest in and become the obligation of the Surviving Company; the separate existence of the Merging Company shall cease; and the Surviving Company shall continue in existence under the name of "Hilltop Timberlands, LLC."

3. Conversion of Membership Interests. The manner and basis of converting the membership interests of the Merging Company into membership interests of the Surviving Company are as follows:

(a) Immediately upon the Effective Date, each issued and outstanding membership interest of the Merging Company, which is issued and outstanding on the Effective Date, shall, without further action on the part of the holder thereof, automatically become, and be converted into, membership interests of the Surviving Company, which membership interests of the Surviving Company shall then be issued and outstanding. Each outstanding membership certificate representing membership interests of the Merging Company shall thereupon be deemed for all company purposes (other than the payment of dividends, as hereinafter described) to evidence the ownership of fully paid, nonassessable membership interests of the Surviving Company into which such membership interests have been converted. No fractional membership interests of the Surviving Company shall be required to be issued.

(b) As soon as practicable after the Effective Date, each holder of a membership certificate, if any, representing outstanding membership interests of the Merging Company shall be entitled, upon surrender of such membership certificate, to receive in exchange therefor a membership certificate representing the aggregate number of voting membership interests of the Surviving Company into which such membership interests of the Merging Company shall have been converted pursuant to this Section.

(c) Until surrendered, each outstanding membership certificate, which, prior to the Effective Date, represented membership interests of the Merging Company shall be deemed for all purposes, other than the payment of dividends or other distributions, to evidence ownership of the number of membership interests of the Surviving Company into which it was converted, and no dividend or other distribution payable to holders of the membership interests of the Surviving Company as of the date subsequent to the Effective Date shall be paid to the holders of outstanding membership certificates theretofore representing membership interests of the Merging Company; provided, however, that, upon the surrender and exchange of such outstanding membership certificates, there shall be paid to the record holders of the membership certificates issued in exchange therefor the amount, without interest thereon, of dividends and other distributions which would have been payable with respect to the membership interests of the Surviving Company represented thereby.

4. Changes in Articles of Organization. The Articles of Organization of the Surviving Company shall continue to be its Articles of Organization following the Effective Date, except as amended as follows:

“ARTICLE I – NAME”

The name of the limited liability company (the “Company”) is “Hilltop Timberlands, LLC.”

5. Change in Operating Agreement. The Operating Agreement of the Surviving Company shall continue to be its Operating Agreement following the Effective Date.

6. **Managing Members.** On the Effective Date, the managing members of the Surviving Company shall be as follows:

Dale K. Crisp Managing Member

Leslie G. Crisp Managing Member

Kyle M. Crisp Managing Member

Kevin P. Crisp Managing Member

7. **Further Assurances.** If at any time any of the Constituent Companies shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper managers/managing members of the Constituent Companies shall, as of the Effective Date, execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.


8. **Execution in Counterparts.** For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Telefacsimile or email transmissions of any executed original and/or retransmission of any executed telefacsimile or email transmission shall be deemed to be the same as the delivery of an executed original. At the request of any party hereto, the other parties hereto shall confirm telefacsimile or email transmissions by executing duplicate original documents and delivering the same to the requesting party or parties.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date first above written by the undersigned on behalf of the Constituent Companies.

HILLTOP TIMBERLANDS, LLC

CRISP FAMILY TIMBERLANDS, LLC

By: 
Dale K. Crisp, Manager
("Merging Company")

By: 
Dale K. Crisp, Managing Member
("Surviving Company")