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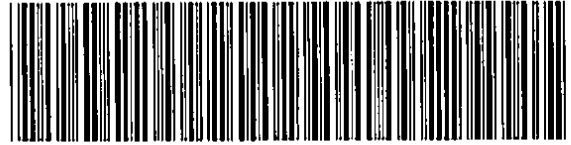
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Merger

R. WHITE

SEP 06 2018

2018 AUG 28 AM 8:30
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

JACKSONKELLY PLLC

221 NW 5TH STREET • P.O. BOX 1507 • EVANSVILLE, INDIANA 47706 • TELEPHONE: 812-422-9444 • TELECOPIER: 812-421-7459

www.jacksonkelly.com

August 24, 2018

Florida Secretary of State
Amendment Section
Division of Corporation
P.O. Box 6327
Tallahassee, FL 32314

RE: Stonehaven Farms, LLC Articles of Merger

Gentlemen:

Enclosed please find one (1) fully executed copy of Articles of Merger of Stonehaven Farms, LLC and Plan of Merger. Please file these Articles of Merger with your office and return a copy of the same, with your acceptance stamped thereon to our office in the enclosed, self-addressed, postage paid envelope.

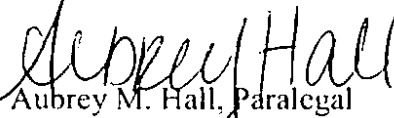
To cover the cost of filing the Articles of Incorporation, we are enclosing our check in the amount of Fifty Dollars (\$50.00).

We shall appreciate receiving the filed and approved copies of the Articles of Merger at your earliest convenience.

Sincerely,

JACKSON KELLY PLLC

By:


Aubrey M. Hall, Paralegal
ahall@jacksonkelly.com

Enclosures

Articles of Merger
For
Florida Limited Liability Company

FILED

2018 AUG 28 AM 8:38

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

SECRETARY OF STATE
TALLAHASSEE, FL

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>
Stonehaven 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>
Stonehaven Farms, LLC	Kentucky	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☐ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☒ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:


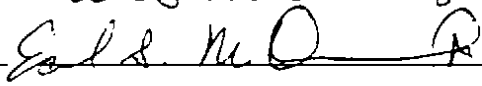
854 Cunningham Lane, Cadiz, KY 42211

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

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.

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Stonehaven Farms, LLC, a Florida LLC		Earl S. McDaniel, Jr., Manager
Stonehaven Farms, LLC, a Kentucky LLC		Earl S. McDaniel, Jr., Manager
_____	_____	_____
_____	_____	_____

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 an authorized person

<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	<u>Certified Copy (optional):</u>	\$30.00

PLAN OF MERGER

THIS PLAN OF MERGER, duly made and entered into this 21 day of August, 2018, by and between STONEHAVEN FARMS, LLC, a Florida limited liability company, (hereinafter referred to as the "Merging LLC") and STONEHAVEN FARMS, LLC, a Kentucky limited liability company (hereinafter referred to as the "Surviving LLC").

RECITALS

Both of the business entities which are parties to this Agreement deem it advisable and generally beneficial to the welfare of each of the business entities that the Merging LLC should be merged into the Surviving LLC, as authorized by the statutes of the State of Indiana and the State of Illinois and pursuant to the terms set forth in this Agreement.

Therefore, parties hereto hereby agree as follows:

TERMS

I. NAMES OF BUSINESS ENTITIES. "Stonehaven Farms, LLC" is the name of the Merging LLC proposing to merge into the Surviving LLC. "Stonehaven Farms, LLC" is the name of the Surviving LLC into which the Merging LLC proposes to merge. "Stonehaven Farms, LLC" will be the name of the Surviving LLC.

II. TERMS AND CONDITIONS OF MERGER; EFFECT OF MERGER

(a) Operating Agreement. Until altered, amended and repealed, as therein provided, the Operating Agreement of the Merging LLC, as in effect on the date of this Agreement, will be the Operating Agreement of the Surviving LLC.

(b) Member. The sole member of the Merging LLC, Earl S. McDaniel, will be the sole member of the Surviving LLC.

(c) Expenses of Merger. The Surviving LLC will bear all of the expenses of carrying this Agreement and Plan of Merger into effect, and of accomplishing this merger.

(d) Effect of Merger. Upon the effective date of this merger: (i) the separate existence of the Merging LLC will cease and the Merging LLC will at that time be merged into the Surviving LLC, in accordance with the provisions of this Agreement, which Surviving LLC will possess all of the rights, privileges, powers and franchises, of public and private nature, and will be subject to all the restrictions and duties of each of the LLCs which are parties to this Agreement, and all property, real, personal and mixed and all debts due to each company before this Agreement will be vested in the Surviving LLC; and (ii) all property, rights and privileges, powers and franchises, and every other interest will be thereafter the property of the Surviving LLC as they were of the respective

companies hereby merged, and the title to any real estate, whether by deed or otherwise, vested in either of the companies which are parties hereto, will not revert or be in any way impaired by reason of this merger, provided that all rights of creditors and all liens upon property of either company which is a party hereto will be preserved and unimpaired and all debts, liabilities and duties of the Merging LLC will henceforth be assumed and paid by the Surviving LLC, and may be enforced against the Surviving LLC to the same extent as if the debts, liabilities and duties had been incurred or contracted for by the Surviving LLC.

(e) Additional Instruments. If any further assignments or assurances are necessary or desirable to vest the Surviving LLC, according to the terms hereof, with title to any property rights of the Merging LLC, the proper officers and directors of the Merging LLC will execute and convey all such proper assignments and assurances and do all things necessary, proper, or desirable to vest title of such property or rights of the company in the Surviving LLC, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

(f) Amendment of Agreement. The Surviving LLC reserves the right to amend, alter, change or repeal any provision contained in this Agreement, except as to the debts, liabilities and duties of the Merging LLC herein assumed, including the right to amend, alter or change any of the provisions of the Articles of Organization on of the Surviving LLC, provided that the amendment, alteration or change will be according to and in full compliance with the Indiana statutes now or hereafter applicable to domestic companies for profit and the amendment, alteration or change will not in any manner adversely affect the rights of the member.

III. OWNERSHIP INTERESTS OF BUSINESS ENTITIES.

(a) Surviving LLC. Each ownership interest and any rights to acquire any membership interest of the Surviving LLC which will be issued and outstanding on the effective date will remain issued and outstanding.

(b) Merging LCC. Each ownership interest unit and any rights to acquire any ownership interest of the Merging LLC which will be issued and outstanding on the effective date will be cancelled.

IV. COMPLIANCE WITH THE LAWS REGARDING MERGER OF THE COMMONWEALTH OF KENTUCKY AND STATE OF FLORIDA. Both the Merging LLC and the Surviving LLC will take whatever steps are necessary for compliance with the laws of the Commonwealth of Kentucky and the State of Florida, respectively, concerning the merger of the respective business entities. There will be executed and filed with the Secretary of State of Kentucky and the Secretary of State of Florida, Articles of Merger setting forth the Agreement and Plan of Merger, the signatures of the parties hereto, and the manner of the adoption of such Articles of Merger.

V. RESTATEMENT OF PROVISIONS OF ARTICLES OF ORGANIZATION OF SURVIVING LLC AS MAY BE DEEMED NECESSARY OR ADVISABLE TO GIVE EFFECT TO THE PROPOSED MERGER. The Articles of Organization of the Surviving LLC will remain unchanged and in full force and effect, and they will upon the effective date of this merger constitute the Articles of Organization of the Surviving LLC.

VI. EFFECTIVE DATE OF PLAN OF MERGER. The effective date of this Agreement will be as of the close of business on August 11, 2018.

IN WITNESS WHEREOF, the business entity parties hereto have caused this Agreement to be executed by the Sole Member of the Merging LLC and Sole Member of the Surviving LLC, as the act of each of the business entities, on the day and year first hereinabove set forth.

Stonehaven Farms, LLC

By: Earl S. McDaniel, Jr.
Earl S. McDaniel, Jr., Sole Member

“Merging LLC”

Stonehaven Farms, LLC

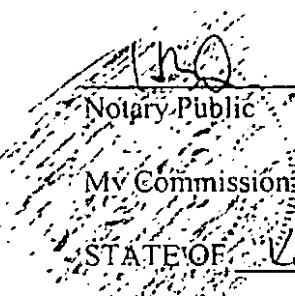
By: Earl S. McDaniel, Jr.
Earl S. McDaniel, Jr., Sole Member

“Surviving LLC”

STATE OF Kentucky)
) SS:
COUNTY OF Tell)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Earl S. McDaniel, Jr., Sole Member, of Stonehaven Farms, LLC, a Florida limited liability company, and acknowledged the execution of the above and foregoing instrument as his free and voluntary act and deed for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 26th day of August, 2018.

_____
Notary Public

My Commission Expires: 02/07/2021

STATE OF Kentucky)
) SS:
COUNTY OF Tell)

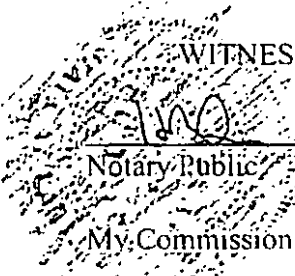
JB Quinn

Printed Signature

My County of Residence: Tell

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named Earl S. McDaniel, Jr., Sole Member, of Stonehaven Farms, LLC, a Kentucky limited liability company, and acknowledged the execution of the above and foregoing instrument as his free and voluntary act and deed for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 26th day of August, 2018.

_____
Notary Public

My Commission Expires: 02/07/2021

This instrument prepared by: Marc D. Fine

Jackson Kelly PLLC
221 N.W. Fifth Street
P. O. Box 1507
Evansville, Indiana 47706-1507
Telephone: (812) 422-9444
Facsimile: (812) 421-7459

JB Quinn

Printed Signature

My County of Residence: Tell