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(Requestor's Name)

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(City/State/Zip/Phone #)

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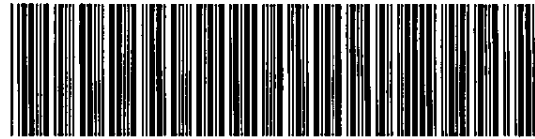
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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FILED
13 DEC 23 PM 4:56
SECRETARY OF STATE
MAIL ROOM 2 FLOOR

Merger

1-7-14

D

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: D. G. II, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

John Michael Lynn, Esq.

Contact Person

Turner & Lynn, PA

Firm/Company

7 Barracuda Lane

Address

Key Largo, FL 33037

City, State and Zip Code

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

For further information concerning this matter, please call:

John M. Lynn

Name of Contact Person

at (305) 367-0911

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

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

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

FILED
13 DEC 23 PM 4:56
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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>
D.G. II, LLC	Delaware	LLC
D.G. II, 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>
D.G. II, LLC	Florida	LLC

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.

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:

December 20, 2013

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 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, to 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:

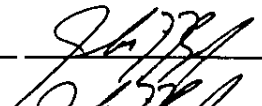
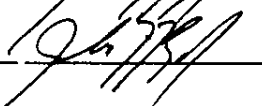
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

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:
D.G. II, LLC		Gordon Farms, Inc. John F. Floyd, President
D.G. II, LLC		Gordon Farms, Inc. John F. Floyd, President

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<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
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PLAN AND AGREEMENT OF MERGER
BETWEEN
D.G. II, LLC
A Delaware limited liability company
AND
D.G. II, LLC
A Florida limited liability company

THIS AGREEMENT, dated and effective as of December 20, 2013, between D.G. II, LLC a Delaware limited liability company ("Delaware" or the "Non-surviving Company") and D.G. II, LLC, a Florida limited liability company ("Florida" or the "Surviving Company"), the limited liability companies being herein sometimes collectively called the "Constituent Companies" or the "Parties");

WITNESSETH:

WHEREAS, D.G. II, LLC., is a limited liability company duly organized and existing under the laws of the State of Delaware, having been formed on May 4, 2006, the sole Member of D.G. II, LLC is Gordon Farms, Inc., ("Member"); and

WHEREAS, Surviving Company is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on December 17, 2013; the member of the Surviving Company is Member; and

WHEREAS, the Members of the Parties hereto deem it desirable, upon the terms and subject to the conditions herein stated, that the Non-surviving Company be merged with and into the Surviving Company. The Membership Interest of Member in the Non-Surviving Company shall, upon the filing of the certificate of Merger shall be cancelled by the Merger and the Member's interest in the Non-Surviving Company shall continue as the Member's interest in the merged companies.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficient of which is hereby acknowledged, the Parties hereto, intending to be legally bound, do agree as follows:

SECTION 1. TERMS:

1.1. On the Effective Date of the merger (as hereinafter defined), D.G. II, LLC shall be merged with and into Florida and that Florida shall be the Surviving Company.

SECTION 2. EFFECTIVE DATE:

2.1. This Agreement shall be approved by the Member of each of the Constituent Companies pursuant to Title 6 of the Delaware Code, Section 18-209 holding a majority of the Membership Interests held by Members entitled to vote. If this Agreement is duly adopted by the Members

holding the majority of the membership interests held by Members entitled to vote, and is not terminated as contemplated in Section 4, a Certificate of Merger, executed in accordance with the law of the State of Delaware, shall be filed with the Secretary of State of the State of Delaware in accordance with Section 18-209.

2.2. The merger shall become effective on the time and date specified in the Certificate of Merger filed with the Secretary of State of the State of Delaware, herein sometimes referred to as the "Effective Date" of the merger.

SECTION 3. CERTIFICATE OF FORMATION AND COMPANY AGREEMENT:

3.1 From and after the Effective Date of the merger and, until further amended as provided by law, the Certificate of Formation of Florida shall be the Certificate of Formation of the merged limited liability companies.

3.2. The Company Agreement of Florida in effect on the Effective Date of the merger shall be the Company Agreement of the Surviving Company and remain unchanged until amended in accordance with the provisions thereof and by applicable law.

SECTION 4. AMENDMENT AND TERMINATION:

4.1. At any time prior to the filing of this Agreement with the Secretary of State of the State of Delaware, this Agreement may be amended by the Manager of D.G. II, LLC and Surviving Company to the extent permitted by Delaware law, notwithstanding favorable action on the merger by the Members holding the majority of Membership Interests held by Members of any of the Constituent Companies.

4.2. At any time prior to the filing of this Agreement with the Secretary of State of the State of Delaware, this Agreement may be terminated and abandoned by the Manager of any of the Constituent Companies, notwithstanding favorable action on the merger by the Members holding the majority of Membership Interests held by the Members of the Constituent Companies.

SECTION 5. MISCELLANEOUS:

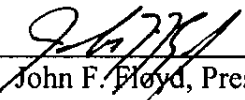
5.1. To the extent permitted by law, this Agreement may be amended by an agreement in writing, before or after the approval of the merger by the Members holding the majority of Membership Interests held by Members of the Constituent Companies, at any time prior to the Effective Date of the merger, with respect to the terms contained herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 20th day of December, 2013.

D.G. II, LLC
a Delaware limited liability company
By: Gordon Farms, Inc., its sole Member

By:  (SEAL)
John F. Floyd, President

D.G. II, LLC
a Florida limited liability company
By: Gordon Farms, Inc., its sole Member

By:  (SEAL)
John F. Floyd, President

**CERTIFICATE OF THE MEMBER
OF
D.G. II, LLC
A DELAWARE, LLC LIMITED LIABILITY COMPANY**

I, John F. Floyd, President of Gordon Farms, Inc., sole Member of D.G. II, LLC, a Delaware limited liability company, hereby certify that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the company by the President of the Member, was duly adopted by a written consent of the sole Member holding a Membership Interest filed with the company on December 20, 2013.

WITNESS my hand and seal this 20 day of December, 2013.

By: Gordon Farms, Inc., its sole Member

By:  (SEAL)
John F. Floyd, President

**CERTIFICATE OF THE MEMBER
OF
D.G. II, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

I, John F. Floyd, President of Gordon Farms, Inc., sole Member of **D.G. II, LLC**, a Florida limited liability company, hereby certify that the Plan and Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the company by the President of the Member, was duly adopted by a written consent of the sole Member holding a Membership Interest filed with the company on December 20, 2013.

WITNESS my hand and seal this 20 day of December, 2013.

By: Gordon Farms, Inc., its sole Member

By:  (SEAL)
John F. Floyd, President

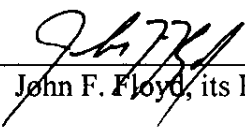
**CONSENT OF THE MEMBER
OF
D.G. II, LLC
A DELAWARE LIMITED LIABILITY COMPANY**

The undersigned, being the sole Member of **D.G. II, LLC**, a Delaware limited liability company (the "Company"), holding a majority of the membership interests in the Company held by Members entitled to Vote, pursuant to the Limited Liability Company Agreement of **D.G. II, LLC** as amended, (the "Agreement") DOES HEREBY CONSENT in lieu of meeting to the adoption of, and DOES HEREBY ADOPT, the following resolutions:

RESOLVED, that the undersigned Member of **D.G. II, LLC** does hereby consent to the Merger of D.G. II, LLC (Delaware) with and into D.G. II, LLC (Florida) pursuant to the Plan and Agreement of Merger dated as of December 20 2013.

WITNESS my hand and seal this 20 day of December, 2013.

Gordon Farms, Inc.


By: John F. Floyd, its President

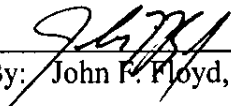
**CONSENT OF THE MEMBER
OF
D.G. II, LLC
A FLORIDA LIMITED LIABILITY COMPANY**

The undersigned, being the sole Member of **D.G. II, LLC**, a Florida limited liability company (the "Company"), and holding a majority of the membership interest in the Company held by Members entitled to Vote, pursuant to the Limited Liability Company Agreement of **D.G. II, LLC**, (the "Agreement") DOES HEREBY CONSENT in lieu of meeting to the adoption of, and DOES HEREBY ADOPT, the following resolutions:

RESOLVED that the undersigned Member of **D.G. II, LLC** does hereby consent to the Merger of D.G. II, LLC (Delaware) with and into **D.G. II, LLC** (Florida) pursuant to the Plan and Agreement of Merger dated as of December 20, 2013.

WITNESS my hand and seal this 20 day of December, 2013.

Gordon Farms, Inc.

By:  _____
John F. Floyd, its President

**CERTIFICATE OF MERGER
OF**

D.G. II, LLC,
a limited liability company organized and existing under the laws of the **State of Delaware**
With and Into
D.G. II, LLC,
a limited liability company organized and existing under the laws of the **State of Florida**
Pursuant to Sec. 18-209 of the Delaware Limited Liability Company Act

The undersigned limited liability companies, organized and existing under and by virtue of the Laws of the States of Delaware and Florida

DO HEREBY CERTIFY:

FIRST: That the names and state of formation of each of the constituent companies of the merger are as follows:

<u>NAME</u>	<u>STATE OF FORMATION</u>
D.G. II, LLC	Delaware
D.G. II, LLC	Florida

SECOND: That a Plan and Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent companies in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act.

THIRD: That the name of the surviving company of the merger is **D.G. II, LLC**, a Florida limited liability company.

FOURTH: That the Certificate of Formation and the Company Operating Agreement of D.G. II, LLC, a Florida limited liability company, the surviving company, shall be the Certificate of Formation and the Company Operating Agreement of the surviving company.

FIFTH: That the executed Plan and Agreement of Merger is on file at the office of the surviving company. The address of the registered agent of the surviving company is 31 Ocean Reef Drive, Suite C-201, Key Largo, FL 33037.

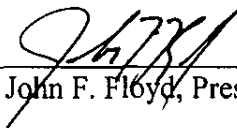
SEVENTH: That a copy of the Plan and Agreement of Merger will be furnished by the surviving company on request and without cost to any Member or Assignee of any constituent company.

EIGHTH: That the Surviving Company agrees that it may be served with process in the State

of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to it by the Secretary of State is
31 Ocean Reef Drive, Suite C-201, Key Largo, FL 33037

IN WITNESS WHEREOF, D.G. II, LLC, has caused this Certificate to be signed by John F. Floyd, President of its sole Member, this 20 day of December, 2013 pursuant to Section 18-209 (c) on behalf of both constituent parties.

D.G. II, LLC
A Florida limited liability company
By: Gordon Farms, Inc., its sole Member

By:  (SEAL)
John F. Floyd, President