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[Handwritten signature]

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: 3-D's Nursery, 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 T. Prah

Contact Person

John T. Prah, Attorney at Law

Firm/Company

12376 SW 82 Avenue

Address

Pinecrest, FL 33156

City, State and Zip Code

Y_deCruz@outlook.com

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

For further information concerning this matter, please call:

Yesenia de la Cruz

at (786) 270-9408

Name of Contact Person

Area Code

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

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

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
905-163485 Double D's Nursery, Inc	Florida	corporation
3-D's Nursery, 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>
3-D's Nursery, LLC 622-474537	Florida	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).

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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 limited 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:

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.

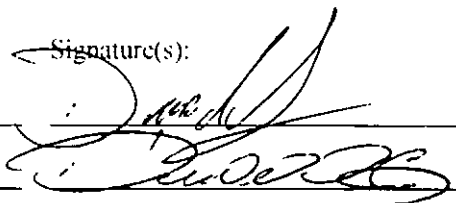
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Double D's Nursery, Inc.

3-D's Nursery, LLC

Signature(s):



Typed or Printed
Name of Individual:

Dimas O. de la C

Devin de la Cruz

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

REC'D
FEB 23 2011

**SPECIAL ACTION OF THE MEMBERS
WITHOUT A MEETING OF
3-D'S NURSERY, LLC**

This action without meeting of all the Members of 3-D's Nursery, LLC (the "Company"), pursuant to authority granted by Florida Statutes Section 605.04073(4), is made and entered into effective upon the date beside the signature of each Member below, but in no event shall the effective date be later than December 15, 2023.

The adoption of the following resolutions:

WHEREAS, the Company by and through its authorized Members and Managers has negotiated a Plan and Agreement of Merger with Double D's Nursery, Inc., ("Double D's") whereby the Company will absorb Double D's and be the survivor of the merger, and

WHEREAS, a Plan and Agreement of Merger must be approved and adopted by the Members in order to be binding on the Company pursuant to Florida Statutes.


NOW, THEREFORE, BE IT RESOLVED: That the Company enter into a Plan and Agreement of Merger with Double D's, a Florida Corporation, in substantially the form and with the terms as that Plan and Agreement of Merger attached to this Members action without a meeting and the Managers are fully empowered to execute the Plan and Agreement of Merger, negotiate non-substantial changes to the Plan, execute and file Articles of Merger with the Secretary of State for the State of Florida, as well and do and perform all and any nature of acts deemed reasonably necessary by him to complete the merger with Double D's and to confirm the transfer of the assets of Double D's to the Company, as well as issue Membership Interest in the Company for distribution to the sole Shareholder of Double D's;

RESOLVED, that the sole Shareholder of Double D's, being Dimas de la Cruz, Jr., will be awarded 1.3546 % of all the Membership Interest of the Company in exchange for all his Stock. Such Shareholder is an existing Member of the Company and has previously

LLC. as well as receive Membership Interest in 3-D's Nursery, LLC for distribution to the sole Shareholder of the Corporation.

RESOLVED, that all acts and transactions of the Officers of the Corporation which have been taken or made since the last meeting of the Board of Directors are hereby ratified and approved in all respects as if undertaken pursuant to prior resolutions of the Board of Directors of the Corporation.

There being no further business, this action will be effective upon the latest date of signature under the name of the sole shareholder and director.



Dimas O. de la Cruz, Jr.
Sole Shareholder and
Director

Date: 11 - 28 - 2023

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**SPECIAL JOINT ACTION OF
THE SOLE SHAREHOLDER AND DIRECTOR
WITHOUT A MEETING OF
DOUBLE D'S NURSERY, INC.**

The undersigned, being the sole Director and Shareholder of Double D's Nursery, Inc., a Florida corporation, takes the following action in lieu of holding a meeting pursuant to the terms of Sections 607.0704 and 607.0821, inclusive, Florida Statutes:

The adoption of the following resolutions:

WHEREAS, the Corporation by and through its officer has negotiated a Plan and Agreement of Merger with 3-D's Nursery, LLC whereby 3-D's Nursery, LLC will absorb the Corporation and be the survivor of the merger, and

WHEREAS, a Plan and Agreement of Merger must be approved and adopted by the Director and Shareholder in order to be binding on the Corporation pursuant to Florida Statutes.

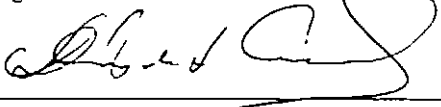
NOW, THEREFORE, BE IT RESOLVED: That Double D's Nursery, Inc. enter into a Plan and Agreement of Merger with 3-D's Nursery, LLC, a Florida Limited Liability Company, in substantially the form and with the terms as that Plan and Agreement of Merger attached to this Special Joint Action and the Officer and Director is fully empowered to execute the Plan and Agreement of Merger, negotiate non-substantial changes to the Plan, execute and file Articles of Merger with the Secretary of State for the State of Florida, as well and do and perform all and any nature of acts deemed reasonably necessary by him to complete the merger with 3-D's Nursery, LLC, and to confirm the transfer of the assets of Double D's Nursery, Inc. to 3-D's Nursery.

executed the Company's Operating Agreement. After completion of the Merger, the Members' percentage of ownership will be as follows:

Dimas de la Cruz, Jr.	<u>46.3596%</u>
Devin de la Cruz	<u>43.8876%</u>
Dimas de la Cruz, Sr. and Rosalie De la Cruz, Trustees of the Dimas de la Cruz and Rosalie de la Cruz Revocable Trust dated September 23, 2013	<u>9.7528%</u>

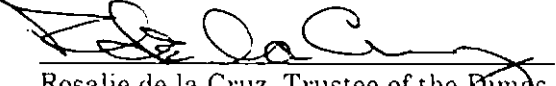
RESOLVED, that all acts and transactions of the Members of the Company which have been taken or made since the last meeting of the Company are hereby ratified and approved in all respects as if undertaken pursuant to prior resolutions of the Members of the Company.

There being no further business, this action will be effective upon the latest date of signature under the names of the Members.




Dimas de la Cruz, Trustee of the Dimas de la Cruz and Rosalie de la Cruz Revocable Trust dated September 26, 2013. Member

Date: 11 - 28 - 2023




Rosalie de la Cruz, Trustee of the Dimas de la Cruz and Rosalie de la Cruz Revocable Trust dated September 26, 2013. Member

Date: 11/28/2023



Dimas de la Cruz, Jr., Member

Date: 11 - 28 - 2023



Devin de la Cruz, Member

Date: 11/29/2023

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**PLAN AND AGREEMENT OF MERGER
OF
DOUBLE D'S NURSERY, INC.
INTO
3-D's NURSERY, LLC**

THIS AGREEMENT OF MERGER (hereinafter called "Agreement"), dated as of the ____ day of _____, 2023, by and between Double D's Nursery, Inc., a Florida corporation (hereafter called "Double D") and 3-D's Nursery, LLC, a Florida corporation (hereafter called "3-D's"). Said entities being hereafter sometimes collectively referred to as the "Constituent Companies").

WITNESSETH:

WHEREAS, Double D, is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on July 25, 2005, Document # 500057674755, and 3-D's, is a limited liability company, duly organized and existing under the laws of the State of Florida, having been formed on July 3, 1995, Document # L22000424527; and

WHEREAS, the authorized capital stock of Double D consists of 100 shares of Common Stock, par value \$1.00 per share; and

WHEREAS, 3-D's, as an LLC or Limited Liability Company has Membership infinitely divisible; and

WHEREAS, the Shareholder and sole Director of Double D and the Members of 3-D's deem it advisable for the general welfare and advantage of the Constituent Companies and their respective owners that the Constituent Companies merge into a single Company pursuant to this Agreement, and the Constituent Companies respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Florida, that the Constituent Companies shall be merged into a single entity, to wit: 3-D's Nursery, LLC, a Florida Limited Liability Company, one of the Constituent Companies, which shall continue its existence and be the Company surviving the merger (said Limited Liability Company hereafter being sometimes called the "Surviving Company"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I

At the effective time of the Merger, the separate existence of Double D shall cease and Double D shall be merged into the Surviving Company. Consummation of this Agreement shall be effective at 12:01 a.m. on December _____, 2023, or any later date upon which Articles of Merger in substantially the form annexed hereto as Exhibit "A" is filed in the office of the Department of State of the State of Florida, after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filing.

ARTICLE II

Governing Law; Certificate of Formation

The laws which are to govern the Surviving Company are the laws of the State of Florida. The Certificate of Formation of the Surviving Company, shall, at the effective time of the Merger, remain in effect unchanged until the same shall be amended in accordance with the laws of the State of Florida.

ARTICLE III

Operating Agreement

The Operating Agreement of 3-D's at the effective time of the Merger shall be the Operating Agreement of the Surviving Company unchanged until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV

Managers

The Managers of 3-D's at the effective time of the Merger shall be the Managers of the Surviving Company until their respective successors are duly elected and qualified. Subject to the authority of the Members as provided by law and the Operating Agreement of the Surviving Company.

ARTICLE V

Conversion of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of Double D's into Membership of 3-D's is as follows:

1. **Double D's Stock.** At the effective time of the Merger all of the Stock, par value \$1.00 per share, of Double D's issued and outstanding shall be converted into and become _____ % of the Membership Interest of 3-D's and the

2. **Surrender of Double D's Certificates.** As soon as practicable after the Merger becomes effective, the stock certificates representing Stock of Double D's issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Company as provided herein. Until surrendered for exchange, each stock certificate nominally representing Stock of Double D's shall be deemed for all purposes to evidence the ownership of the specified Membership Interest of the Surviving Company which the holder thereof would be entitled to receive upon its surrender to 3-D's.

ARTICLE VI

Effect of the Merger

3

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3

ARTICLE VII
Accounting Matters

The assets and liabilities of the Constituent Companies as at the effective time of the merger, shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of the respective Constituent Companies. The amount of capital of the Surviving Company after the Merger shall be equal to the sum of the aggregate amount of the capital of the Constituent Companies prior to the Merger.

ARTICLE VIII
Ratification of Agreement

This Agreement shall be submitted to the Board of Directors and Shareholders of Double D's and the Members of 3-D's as provided by law and their respective documents of formation and operation at meetings which shall be held on or before December 15, 2023. The respective designations and numbers of shares of each class of capital stock of Double D's and the Membership Interests of 3-D's all of which are entitled to vote upon the adoption and approval of the Merger are set forth in the Articles of Merger attached as Exhibits "A-1" and "A-2" hereto. After such adoption and approval, and subject to the conditions contained in this Agreement, the Articles of Merger in substantially the form annexed hereto as Exhibit "A 3" shall be signed, verified and delivered to the Department of State of the State of Florida for filing as provided by Chapter 605 of the Florida Statutes.

ARTICLE IX
Double D's Representations and Warranties

Double D's represents and warrants to 3-D's as follows:

1. **Organization, etc.** Double D's is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Double D's has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. **Capitalization.** Double D's capitalization consists of 100 authorized shares of Stock (par value \$1.00 per share), of which all are issued and outstanding as of the date hereof. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

3. **Financial Statements.** Double D's has delivered to 3-D's such of its

Financial Statement needed to accurately reflect its financial status.

All of such financial statements are true and complete and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated, except as otherwise indicated in the notes thereto. Each of such balance sheets presents a true and complete statement as of its date of the financial condition and assets and liabilities of Double D's. Except as and to the extent reflected or reserved against therein (including the notes thereto), Double D's did not have, as of the date of each such balance sheet, any liabilities or obligations (whether accrued, absolute, contingent or otherwise) of a nature customarily reflected in a corporate balance sheet or the notes thereto, prepared in accordance with generally accepted accounting principles. Each of such statements of earnings and retained earnings presents a true and complete statement of the results of operations of Double D's for the period indicated.

4. **Litigation and Proceedings.** There is no suit, action or legal or administrative proceeding pending, or to the knowledge of Double D's threatened, against it which, if adversely determined, might materially and adversely affect the financial condition of Double D's or the conduct of its businesses nor is there any decree, injunction or order of any court, governmental department or agency outstanding against Double D's having any such effect.

5. **Material Contracts.** Double D's is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

6. **No Conflict with Other Instruments.** At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture mortgage, deed of trust or other material agreement or instrument to which Double D's is a party.

7. **Governmental Authorizations.** Double D's has all licenses franchises, permits and other governmental authorizations are valid and sufficient for all businesses presently carried on by Double D's.

ARTICLE X

3-D's Representations and Warranties

3-D's represents and warrants to Double D's as follows:

1. **Organization.** 3-D's is a Limited Liability Company duly organized and validly existing and in good standing under the laws of the State of Florida. The sole Shareholder of Double D's is a Member of 3-D's. 3-D's has corporate power to carry

on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. **Capitalization.** 3-D's capitalization is as set forth on its Financial Statements.

3. **Financial Matters.** 3-D's has delivered to Double D's such of its Financial Statements needed to accurately reflect its financial status.

All of such financial statements are true and complete and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods indicated, except as otherwise indicated in the notes thereto. Each of such balance sheets presents a true and complete statement as of its date of the financial condition and assets and liabilities of 3-D's. Except as and to the extent reflected or reserved against therein (including the notes thereto), 3-D's did not have, as of the date of each such balance sheet, any liabilities or obligations (whether accrued, absolute, contingent or otherwise) of a nature customarily reflected in a corporate balance sheet or the notes thereto, prepared in accordance with generally accepted accounting principles. Each of such statements of earnings and retained earnings presents a true and complete statement of the results of operations of 3-D's for the period indicated.

4. **Litigation and Proceedings.** There is no suit, action or legal or administrative proceeding pending, or to the knowledge of 3-D's threatened, against it which, if adversely determined, might materially and adversely affect the financial condition of 3-D's or the conduct of its businesses nor is there any decree, injunction or order of any court, governmental department or agency outstanding against 3-D's having any such effect.

5. **Material Contracts.** 3-D's is not in default in any material respect under the terms of any material outstanding contract, agreement, lease or other commitment.

6. **No Conflict with Other Instruments.** At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust or other material agreement or instrument to which 3-D's is a party.

7. **Governmental Authorizations.** 3-D's has all licenses, franchises, permits and other governmental authorizations that are valid and sufficient for businesses presently carried on by 3-D's.

8. **Membership to be Issued.** All Membership Interest of 3-D's into which the Stock of Double D's is to be converted immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no Member of 3-D's will have any preemptive right of subscription or purchase in respect thereof.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Companies will, without the prior written consent of the other:

- a. amend its formation documents, By-Laws or Operating Agreement;
- b. engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- c. issue rights or options to purchase or subscribe to any shares of its stock or Membership Interest or subdivide or otherwise change any such shares;

From and after the date of this Agreement and prior to the effective time of the Merger, Double D's will use its best efforts to preserve its business organization to keep available to 3-D's the services of Double D's present officers and employees; and to preserve for 3-D's the goodwill of Double D's, suppliers, customers and others having business relations with it. During the same period, Double D's will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel.

ARTICLE XII

General Provisions

1. **Termination and Abandonment.** Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption of this Agreement by the Shareholders/Members of the Constituent Companies under any one or more of the following circumstances:

- a. By the mutual consent of the Constituent Companies.
- b. By either of the Constituent Companies if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and either Constituent Company deems it inadvisable to proceed with the Merger; or

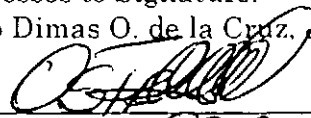
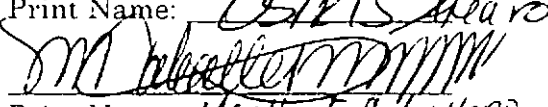
c. By either of the Constituent Companies if the requisite approval of the Directors and Shareholders of both Constituent Companies shall not have been obtained on or before December 15, 2023, or if the Certificate of Merger and this Agreement shall not have been filed as provided in Article I hereof on or before December 31, 2023.

Upon any such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

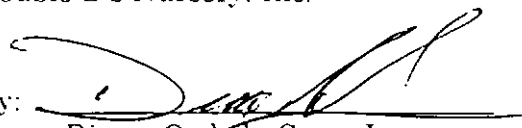
2. **Amendments.** Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the Companies which are, entitled to the benefit thereof.

IN WITNESS WHEREOF, this Agreement has been signed by the sole Officer, Director and Shareholders of Double D's and the Managers of 3-D's, all as of the day and year written beside each signature.

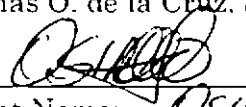
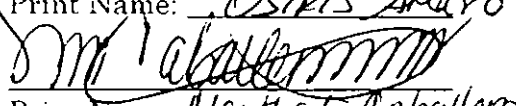
Witnesses to Signature:
As to Dimas O. de la Cruz, Jr.


Print Name: OSIRIS Suarez

Print Name: Martha E. Caballero

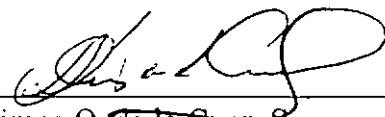
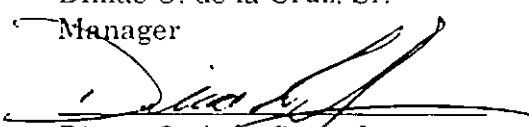
Double D's Nursery, Inc.

By: 
Dimas O. de la Cruz, Jr.
Sole Shareholder, Sole
Director, President

Witnesses to Signatures:
As to Dimas O. de la Cruz, Sr. and
Dimas O. de la Cruz, Jr.


Print Name: OSIRIS Suarez

Print Name: Martha E. Caballero

3-D's Nursery, LLC

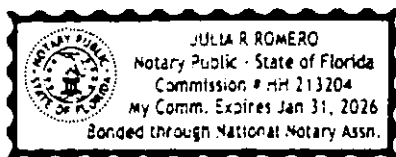
By: 
Dimas O. de la Cruz, Sr.
Manager

Dimas O. de la Cruz, Jr.
Manager

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by [] means of physical presence or [] online notarization this 20th day of ~~November~~ ^{December}, 2023, by Dimas O. de la Cruz, Jr., as sole Shareholder and sole Director of Double D's Nursery, Inc., who is personally known to me or produced Florida Drivers License as identification.

Julia Romero
Notary Public

My Commission Expires:



STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by [] means of physical presence or [] online notarization this 20th day of ~~November~~ ^{December}, 2023, by Dimas O. de la Cruz, Sr. and Dimas O. de la Cruz, Jr., both as Managers of 3-D's Nursery, LLC, who are personally known to me or produced Florida Drivers License and Florida Deeds License as identification.

Julia Romero
Notary Public

My Commission Expires:

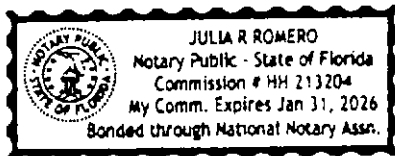


Exhibit A-1
Double D's Nursery, Inc. Shareholders

Shareholder Name and Title:	Number of Shares:
Dimas O. de la Cruz, Jr., Sole Shareholder	100

Exhibit A-2
3-D's Nursery, LLC Members

Members Names:	Percentage of Ownership:
Dimas O. de la Cruz, Jr.	45%
Devin de la Cruz	45%
Dimas O. de la Cruz, Sr., Trustee and Rosalie de la Cruz, Trustee	10%

Exhibit A-3
Articles of Merger

PCF3 20

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