

12/30/2015

# L59809

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet.** Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H15000306428 3)))



H150003064283ABC\$

**Note: DO NOT** hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850)617-6380

From: Account Name : HILL WARD HENDERSON  
Account Number : 072100000520  
Phone : (813)221-3900  
Fax Number : (813)200-5995

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.**

Email Address: \_\_\_\_\_

**MERGER OR SHARE EXCHANGE**  
**Quail Creek Farms, Inc.**

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$68.75

FILED  
 15 DEC 30 AM 10:29  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA  
 RECEIVED  
 15 DEC 30 AM 10:29

((H15000306428 3)))

FILED

15 DEC 30 AM 10:29

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
LILY LAND LLC, A FLORIDA LIMITED LIABILITY COMPANY  
INTO  
QUAIL CREEK FARMS, INC., A FLORIDA CORPORATION**

LILY LAND LLC, a Florida limited liability company (the "Merged Company"), and QUAIL CREEK FARMS, INC., a Florida corporation (the "Surviving Company"), hereby adopt the following Articles of Merger for the purpose of merging the Merged Company into the Surviving Company (the "Merger").

**Article I  
Plan of Merger**

The plan of merger for the Merger (the "Plan of Merger") is as set forth in Exhibit A to these Articles of Merger, which is incorporated herein and made part of these Articles of Merger for all purposes.

**Article II  
Statement of Approval**

The Plan of Merger was approved by the Merged Company and the Surviving Company in accordance with the applicable provisions of Florida law.

**Article III  
Compliance with Laws and Agreements**

The Merger is permitted under the laws of the State of Florida and is not prohibited by the articles of organization or the operating agreement of any limited liability company that is a party to the Merger.

**Article IV  
Effective Date**

The Merger shall become effective upon the filing of these Articles of Merger with the Florida Secretary of State for the merger of the Merged Company with and into the Surviving Company.

**Article V  
Principal Office**

The Surviving Company's principal office address is: 3520 County Road 579

((H15000306428 3)))

12/30/15 09:28AM EST Hill Ward Henderson -> Florida Div. of Corp.  
/9

8506176380 Pg 3

((H15000306428 3)))

South, Wimauma, Florida 33598.

((H15000306428 3)))

((H15000306428 3)))

**Article VI**  
**Appraisal Rights**

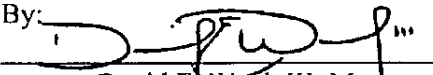

The Surviving Company agrees to pay any members with appraisal rights the amount, to which such members are entitled under Florida Statutes 605.1066 and 605.1061-605.1072.

[Signature Page Follows]

((H15000306428 3)))

((H15000306428 3)))

**IN WITNESS WHEREOF**, these Articles of Merger have been executed in accordance with the requirements of Section 605.1025 of the Florida Statutes by the parties as of the 30th day of December, 2015.

	LILY LAND LLC, a Florida limited liability company  By:  David E. Ward, III, Manager
	QUAIL CREEK FARMS, INC., a Florida corporation  By:  Timothy B. Ward, President

((H15000306428 3)))

((H15000306428 3)))

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

((H15000306428 3)))

((H15000306428 3)))

**AGREEMENT AND PLAN OF MERGER  
for the merger of**

**LILY LAND LLC  
(a Florida limited liability company)**

**with and into**

**QUAIL CREEK FARMS, INC.  
(a Florida corporation)**

This AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 30, 2015, is made by and between LILY LAND LLC, a Florida limited liability company (the "Merging Entity"), and QUAIL CREEK FARMS, INC., a Florida corporation (the "Surviving Entity").

WHEREAS, the shareholders and Board of Directors of the Surviving Entity and the managers of the Merging Entity have approved the merger (the "Merger") of the Merging Entity with and into the Surviving Entity pursuant to and in accordance with Sections 605.1021 - 605.1026 of the Florida Revised Limited Liability Company Act (the "Act") and Sections 607.1101 and 607.105 of the Florida Business Corporation Act (the "FBCA"), on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Merger shall be effective upon filing of Articles of Merger with the Secretary of State of the State of Florida in accordance with the Act (the "Effective Date").

Upon the Effective Date of the Merger, the separate existence of the Merging Entity shall cease, the assets and liabilities of the Merging Entity shall thereafter be the assets and liabilities of the Surviving Entity and the Merger shall have the other effects specified in the Act and the FBCA.

No amendments or changes in the Articles of Incorporation of the Surviving Entity are desired to be effected by the Merger. Upon the Effective Date of the Merger, the Articles of Incorporation of the Surviving Entity immediately prior to the Merger shall continue to serve as the Articles of Incorporation of the Surviving Entity immediately after the Merger. The directors, shareholders and officers of the Surviving Entity immediately prior to the Merger shall continue to serve as the directors, shareholders and officers of the Surviving Entity after the Merger, pursuant to and in accordance with the Bylaws of the Surviving Entity.

Upon the Effective Date of the Merger, by virtue of the Merger and without any action on the part of the Merging Entity or the Surviving Entity, all membership interests of the Merging Entity shall be canceled and retired.

Any shares of capital stock of the Surviving Entity issued and outstanding prior to the Effective Date shall remain issued and outstanding, shall be unaffected by the Merger and shall continue to be owned by the persons holding such shares immediately prior to the Effective Date.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. This Agreement constitutes the sole and

((H15000306428 3)))

((H15000306428 3)))

entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.


[Signature page follows]

((H15000306428 3)))

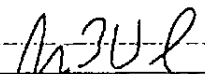


((H15000306428 3)))

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed and acknowledged by the undersigned duly authorized officers.

		<u>Merging Entity:</u>
		LILY LAND LLC, a Florida limited liability company
By:		 David E. Ward, III, Manager

		<u>Surviving Entity:</u>
		QUAIL CREEK FARMS, INC., a Florida corporation
By:		 Timothy B. Ward, President

((H15000306428 3)))