

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.**

((H09000265688 3)))



H090002656883ABCB

**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 : C T CORPORATION SYSTEM  
Account Number : FCA000000023  
Phone : (850) 222-1092  
Fax Number : (850) 878-5368

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

Email Address: See cover

09 DEC 29 AM 8:30

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION

**MERGER OR SHARE EXCHANGE  
DEAN DAIRY HOLDINGS, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$50.00

**G. MCLEOD**

DEC 30 2009

**EXAMINER**

RECEIVED  
2009 DEC 29 AM 8:00  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Dean Dairy Holdings, 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:

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Firm/Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

Angie - miro@deanfoods.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

\_\_\_\_\_  
Name of Contact Person

at (\_\_\_\_\_) \_\_\_\_\_

Area Code and Daytime Telephone Number

☐ Certified copy (optional) \$30.00

**STREET ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

13.8  
FL  
12

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

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>
T.G. Lee Foods, LLC	Florida	limited liability company

**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>
Dean Dairy Holdings, LLC	Delaware	limited liability company

**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.

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATION  
09 DEC 29 AM 8:30

**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 31, 2009

**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:

1209 Orange Street, Wilmington DE 19801

**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: 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201

Mailing address: same as above

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:
Dean Dairy Holdings, LLC		Rachel A. Gonzalez
T.G. Lee Foods, LLC		Rachel A. Gonzalez

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

<b><u>Fees:</u></b>	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

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

**AGREEMENT AND PLAN OF MERGER**

**OF**

**T.G. LEE FOODS, LLC**  
**(a Florida limited liability company)**

**with and into**

**DEAN DAIRY HOLDINGS, LLC**  
**(a Delaware limited liability company)**

This Agreement and Plan Of Merger (the "Plan of Merger") is entered into on December 18, 2009, to be effective as of 11:59 p.m. EDT on December 31, 2009 (the "Effective Date and Time of the Merger"), by and between T.G. LEE FOODS, LLC, a Florida limited liability company (the "Merging LLC"), and DEAN DAIRY HOLDINGS, LLC, a Delaware limited liability company (the "Surviving LLC").

WHEREAS, the parties to this Plan of Merger desire to have the Merging LLC merge with and into the Surviving LLC on the terms and conditions set forth herein (the "Merger");

RESOLVED, that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Terms and Conditions of the Merger:

- (a) Agreement to Merger. The parties to this Plan of Merger agree to effect the Merger, subject to the terms and conditions set forth herein.
- (b) Effective Time of the Merger. The Merger shall become effective as of 11:59 p.m. EDT on December 31, 2009 as set forth in the Certificate of Merger, in the form required by and executed in accordance with the Delaware Limited Liability Company Act (the "DLLCA"), filed with the Secretary of State of the State of Delaware in accordance with Section 18-209 of the DLLCA (the "Certificate of Merger") and as set forth in the Certificate of Merger, in the form required by and executed in accordance with Section 608.4382 of the Florida Statutes, filed with the Florida Department of State, Division of Corporations.

- (c) Surviving Entity. At the Effective Date and Time of the Merger, the Merging LLC shall be merged with and into the Surviving LLC and the Surviving LLC shall be the surviving entity.
- (d) Assets. All rights, title and interest to all of the assets owned by the Merging LLC shall be owned by the Surviving LLC without reversion or impairment and without further act or deed, but subject to any and all existing liens or encumbrances thereon.
- (e) Liabilities and Obligations. All liabilities and obligations of the Merging LLC shall be the liabilities and obligations of the Surviving LLC without impairment or diminution by reason of the merger.
- (f) Claims, Actions and Proceedings. Effective as of the Effective Date and Time of the Merger, and without the necessity of any further action, any claim, existing action, or proceeding pending by or against the Merging LLC may be prosecuted to judgment by or against the Surviving LLC.
- (g) Creditors and Liens. Neither the rights of creditors nor any liens upon the property of the Merging LLC or the Surviving LLC shall be impaired by the transactions contemplated by this Plan of Merger.

2. **Manner and Basis of Converting LLC Interests**

- (a) Immediately prior to the Effective Date and Time of the Merger, (i) all of the issued and outstanding units of membership interests of the Merging LLC (the "Merging LLC Interests") were owned by DEAN DAIRY HOLDINGS, LLC; and (ii) all of the issued and outstanding membership interests of the Surviving LLC (the "Surviving LLC Interests") were owned by DEAN HOLDING COMPANY.
- (b) The Merging LLC Interests owned immediately prior to the Effective Date and Time of the Merger and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of the holder thereof, forthwith be cancelled and cease to exist.
- (c) The Surviving LLC Interests shall remain outstanding after the Effective Date and Time of the Merger, and DEAN HOLDING COMPANY shall remain as the owner of such Surviving LLC Interests.

3. **Certificate of Formation and LLC Agreement.** At the Effective Date and Time of the Merger, the Certificate of Formation of the Surviving LLC and the LLC Agreement of the Surviving LLC shall remain the Certificate of Formation and LLC Agreement, respectively,


of the Surviving LLC until changed, altered or amended as provided in accordance with the terms and provisions set forth therein or in the DLLCA.

4. **Members, Managers and Officers Not Personally Liable.** Notwithstanding any provision to the contrary in this Plan of Merger, none of the Members, Managers or officers of the Surviving LLC shall individually or collectively become liable for the liabilities or obligations of any other person as a result of the transactions contemplated hereby.
5. **GOVERNING LAW.** THIS PLAN OF MERGER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO DELAWARE CONFLICT-OF-LAWS PRINCIPLES.
6. **Multiple Counterparts.** This Plan of Merger may be signed in any number of counterparts (including by facsimile or portable document format (pdf)), for the convenience of the parties hereto, each of which shall be considered an original and all of which, when taken together, shall constitute one and the same documents.

IN WITNESS WHEREOF, the undersigned have each executed this Plan of Merger on December 18, 2009, to be effective as of 11:59 p.m. EDT on December 31, 2009.

**MERGING LLC:**

**T.G. LEE FOODS, LLC**

By:   
Rachel A. Gonzalez  
Vice President, Secretary and Sole Manager

**SURVIVING LLC:**

**DEAN DAIRY HOLDINGS, LLC**

By:   
Rachel A. Gonzalez,  
Vice President, Secretary and Sole Manager