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M48718

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Requestor's Name

660 East Jefferson Street

Address

Tallahassee, FL 32301

City

State

Zip

Phone

CORPORATION(S) NAME

100002370711--9

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\*\*\*\*175.00 \*\*\*\*175.00

Mesner

Margo Bay Farms, Inc.

merging into:

Margo Nursery Farms, Inc.

☐ Profit

☐ NonProfit

☐ Limited Liability Company

☐ Foreign

☐ Amendment

☐ Dissolution/Withdrawal

☐ Mark

☐ Limited Partnership

☐ Reinstatement

☐ Limited Liability Partnership

☒ Certified Copy

☐ Annual Report

☐ Reservation

☐ Photo Copies

☐ Call When Ready

☐ Will Wait

☐ Other

☐ Change of R.A.

☐ Fictitious Name

☐ CUS

☐ After 4:30

☒ Pick Up

☐ Call When Ready

☒ Walk In

☐ Mail Out

FILED  
97 DEC 12 PM 12:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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DIVISION OF CORPORATION

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# M48718

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

MARGO BAY FARMS, INC., a Florida corporation P92000011802

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INTO

**MARGO NURSERY FARMS, INC.,** a Florida corporation, M48718

File date: December 12, 1997

Corporate Specialist: Annette Hogan

ARTICLES OF MERGER  
OF  
MARGO BAY FARMS, INC.  
(A Florida Corporation)  
INTO  
MARGO NURSERY FARMS, INC.  
(A Florida Corporation)

FILED  
97 DEC 12 PM 12:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1104 of the Florida Business Corporation Act (the "FBCA"), the undersigned hereby certify:

1. The names of the corporations which are parties to the merger are Margo Nursery Farms, Inc. ("Parent" or the "Surviving Corporation"), a Florida corporation and Margo Bay Farms, Inc. ("Subsidiary"), a Florida corporation and a wholly-owned subsidiary of Parent.

2. All of the outstanding shares of capital stock of Subsidiary are owned by Parent.

3. Pursuant to the merger, Subsidiary will be merged with and into Parent, which will be surviving corporation in the merger.

4. The merger shall become effective on the date (the "Effective Date") that the Articles of Merger are filed with the Secretary of the State of Florida in accordance with the FBCA.

5. The Agreement and Plan of Merger was approved by the Board of Directors of Parent and Subsidiary at a Board of Directors meeting held on November 11, 1997. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A".

6. These Articles of Merger and the Agreement and Plan of Merger have been adopted without the approval of the shareholders of Parent or Subsidiary pursuant to the provisions of Section 607.1104 of the FBCA. Parent, as the sole shareholder of Subsidiary, has waived, and hereby waives, the mailing to it of the Agreement and Plan of Merger.


7. The Articles of Incorporation of Parent shall be the Articles of Incorporation of the Surviving Corporation.

8. At the Effective Date, each share of capital stock of Subsidiary issued and outstanding prior to the Effective Date shall be cancelled.

9. These Articles of Merger may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of Margo Nursery Farms, Inc. and Margo Bay Farms, Inc. has caused these Articles of Merger to be executed by its President and Secretary this 10th day of December, 1997.

**MARGO NURSERY FARMS, INC.**

By:   
Name: Michael J. Spector  
Title: President

By:   
Name: Margaret D. Spector  
Title: Secretary

**MARGO BAY FARMS, INC.**

By:   
Name: Michael J. Spector  
Title: President

By:   
Name: Margaret D. Spector  
Title: Secretary

**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 5th day of December, 1997, by and among MARGO NURSERY FARMS, INC., a Florida corporation ("Margo Farms"), and MARGO BAY FARMS, INC., a Florida corporation ("Bay Farms"). Margo Farms and Bay Farms are hereinafter collectively referred to as the "Constituent Corporations".

**WITNESSETH:**

**WHEREAS**, Bay Farms is a wholly-owned subsidiary of Margo Farms;

**WHEREAS**, the Board of Directors Margo Farms has determined that it is in the best interest of the Constituent Corporations that Bay Farms merge with and into Margo Farms in accordance with Section 607.1104 of the Florida Business Corporation Act (the "FBCA").

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. **Merger**. Bay Farms shall merge with and into Margo Farms in accordance with the terms and conditions of this Agreement and the provisions of Section 607.1104 of the FBCA (the "Merger"). Margo Farms shall be the surviving corporation and shall continue its corporate existence under its current articles of incorporation and by-laws. Upon the Effective Date (as hereinafter defined), the separate existence of Bay Farms shall cease.

2. **Effective Date**. The Merger shall become effective on the date (the "Effective Date") that these Articles of Merger are filed with the Secretary of State of the State of Florida in accordance with the FBCA.

3. **Effect of Merger**. Upon the Effective Date:

- (a) Bay Farms and Margo Farms shall become a single corporation and the separate corporate existence of Bay Farms shall cease;
- (b) Margo Farms, as the surviving corporate, shall succeed to and possess all of the rights, privileges, powers and immunities of Bay Farms which, together with all of the assets, properties, business, patents, trademarks, and goodwill of Bay Farms, of every type and description wherever

located, shall vest in Margo Farms without further act or deed and the title to any real property or other property vested by deed or otherwise in Bay Farms shall not revert or in any way be impaired by reason of the Merger; and

- (c) All rights of creditors and all liens upon any property of the Constituent Corporations shall be unimpaired; Margo Farms shall be subject to all of the contractual restrictions, disabilities and duties of the Constituent Corporations; and all debts, liabilities and obligations of the respective Constituent Corporations shall thereafter attach to Margo Farms and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it, provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Corporations.

4. Conversion of Shares. At the Effective Date, each share of capital stock of Bay Farms issued and outstanding prior to the Effective Date shall be cancelled.

5. Articles of Merger. Upon the execution of this Agreement, the parties shall promptly execute appropriate Articles of Merger as required by the FBCA and file the same with the Secretary of State of the State of Florida.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

7. Further Actions. All necessary action shall be taken to transfer information, contracts, assets, or any other property so that this Agreement be effected pursuant to the provisions included herein.

8. Authorization. The appropriate officers of the Constituent Corporations are authorized for and on behalf of and in the name of the Constituent Corporations to take or cause to be taken all such actions and to execute or cause to be executed such certificates and other documents as may be deemed necessary by them or desirable in order to effectuate this Agreement.

9. Benefits. This Agreement shall be binding upon and inure to benefit the parties, their personal representatives, estates, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

MARGO NURSERY FARMS, INC.

MARGO BAY FARMS, INC.

By: 

Michael J. Spector  
Chairman of the Board,  
Chief Executive Officer  
and President

By: 

Michael J. Spector  
President