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*Merger &
name
change*

EFFECTIVE DATE
10/1/03

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03 SEP 19 PM 1:09
TALLAHASSEE, FLORIDA
STATE
SECRETARY OF
CORPORATIONS

FILED
03 SEP 19 PM 2:31
TALLAHASSEE, FLORIDA
SECRETARY OF
CORPORATIONS
*ADP
9/22/03*

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, FL 32308

City/St/Zip

850-222-2785

Phone #

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1- CENTRAL FLORIDA K&R FARMS PRODUCE, INC.

2-

3-

4-

☒ Walk-in

☐ Pick-up time ASAP

☒ Certified Copy

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☐ Will wait

☐ Photocopy

☒ Certificate of Status

NEW FILINGS

☐	Profit
☐	Non-Profit
☐	Limited Liability
☐	Domestication
☐	Other

AMENDMENTS

☐	Amendment
☐	Resignation of R.A., Officer/Director
☐	Change of Registered Agent
☐	Dissolution/Withdrawal
☒	Merger

OTHER FILINGS

☐	Annual Report
☐	Fictitious Name
☐	Name Reservation

REGISTRATION/QUALIFICATION

☐	Foreign
☐	Limited Partnership
☐	Reinstatement
☐	Trademark
☐	Other

Examiner's Initials

EFFECTIVE DATE
2-10-103

FILED
SEP 19 PM 1:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
K&R FARMS PRODUCE, INC., a Florida Corporation
INTO
CENTRAL FLORIDA K&R FARMS PRODUCE, INC., a Florida Corporation

ARTICLES OF MERGER between K&R Farms Produce, Inc., a Florida corporation ("K&R Farms") and Central Florida K&R Farms Produce, Inc., a Florida corporation ("Central Florida").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), K&R Farms and Central Florida adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated September 2 2003, ("Plan of Merger"), between K&R Farms and Central Florida was approved and adopted by the shareholders of K&R Farms on September 2 2003, and was adopted by the Shareholders and Board of Directors of Central Florida on September 2 2003.

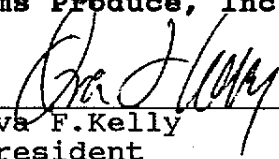
2. Under the Plan of Merger: (i) each share of K&R Farms common stock issued and outstanding of the Effective Date, and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of Central Florida, be canceled as of the Effective Date, and (ii) as of the Effective Date, Article I of the Articles of Incorporation of Central Florida shall be changed to change the name to K&R Farms Produce, Inc.

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

4. Under §607.1105(1)(b) of the Act, the Effective Date of the Merger is October 1, 2003.

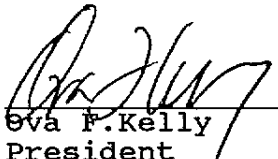
IN WITNESS WHEREOF, the parties have set their hands on September 17, 2003.

Central Florida K&R
Farms Produce, Inc.

By: 
Ova F. Kelly
President

(Corporate Seal)

K&R Farms Produce, Inc.

By: 
Ova F. Kelly
President

(Corporate Seal)

**AGREEMENT AND PLAN OF MERGER
OF
K&R FARMS PRODUCE, INC., A FLORIDA CORPORATION
INTO
CENTRAL FLORIDA K&R FARMS PRODUCE, INC, A FLORIDA CORPORATION**

THIS AGREEMENT AND PLAN OF MERGER, dated September 17, 2003, made by and among Central Florida K&R Farms Produce, Inc, a Florida corporation ("**Parent**"), and K&R Farms Produce, Inc., a Florida corporation ("**Subsidiary**") (collectively the "**Constituent Corporations**").

WITNESSETH:

WHEREAS, **Subsidiary** desires to merge with and into **Parent**, with **Parent** being the surviving corporation (the "**Merger**"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "**Plan**"); and

WHEREAS, **Parent** owns 100% of **Subsidiary's** outstanding Common Stock; and

WHEREAS, the Board of Directors of **Parent** have determined that it is advisable that **Subsidiary** be merged into **Parent**, on the terms and conditions set forth, in accordance with §607.1104 of the Florida Business Corporation Act (the "**Act**").

NOW, THEREFORE, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

**ARTICLE I
THE MERGER**

1. The term "**Effective Date**" shall mean October 1, 2003.
2. On the **Effective Date**, **Subsidiary** shall be merged with and into **Parent**. The separate existence of **Subsidiary** shall cease at the **Effective Date** and the existence of **Parent** shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.
3. The Plan of Merger has been approved by the Shareholders and the Board of Directors of **Parent** in accordance with §607.1104 of the Act.

**ARTICLE II
EFFECTS OF THE MERGER**

At the Effective Date, **Parent** shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of **Subsidiary**, and shall be responsible and liable for all liabilities and obligations of **Subsidiary**, all as more particularly set forth in §607.1106 of the Act.

**ARTICLE III
TERMS OF THE TRANSACTION;
CONVERSION OF AND PAYMENT FOR SHARES**

The manner and basis of converting shares of **Subsidiary's** Common Stock into shares of **Parent's** common Stock shall be as follows:

1. Each share of **Subsidiary's** common stock (the "Subsidiary Common Stock") issued and outstanding on the **Effective Date** and all rights in respect thereof shall, by virtue of the Merger and without any action on the part of **Parent**, be canceled simultaneously with the **Effective Date** of the Merger.

**ARTICLE IV
ASSIGNMENT**

If at any time **Parent** shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in **Parent** the title to any property or rights of **Subsidiary**, or to otherwise carry out the provisions of this Plan, the proper officers and directors of **Subsidiary** as of the **Effective Date** shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in **Parent**.

**ARTICLE V
EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

**ARTICLE VI
AMENDMENT**

At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Shareholders and Directors of **Parent** may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the **Effective Date**.

**ARTICLE VII
ARTICLES OF INCORPORATION**

The Articles of Incorporation of **Parent** as in effect immediately before the Effective Date, with the following change, shall be the Articles of Incorporation of **Parent** until further amended by law. The change to **Parent's** Articles of Incorporation, which shall take effect on the Effective Date, is as follows:

**"ARTICLE I
NAME**

The name of the corporation shall be K&R Farms Produce, Inc."

**ARTICLE VIII
TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of **Parent**, this Plan may be terminated at any time before the **Effective Date** by resolution of the Board of Directors of **Parent**. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of **Parent** or **Subsidiary**, or their Directors, officers, employees, agents, or shareholders.

IN WITNESS WHEREOF, the parties have set their hands on September 17, 2003.

SUBSIDIARY:
K&R Farms Produce, Inc.

By: 
Ova F. Kelly
President

(Corporate Seal)

PARENT:
**Central Florida K&R Farms
Produce, Inc.**

By: 
Ova F. Kelly
President

(Corporate Seal)