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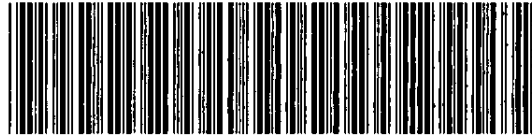
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*Effective date
6-27-08*

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6-30-08*

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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June 23, 2008

Florida Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Merger of Tobacco Supply Company and Hail & Cotton

To Whom It May Concern:

Enclosed please find an original and one copy of Articles of Merger, with a Plan of Merger attached. Please record the original and return the file-stamped copy to me in the attached self-addressed envelope.

If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,

Jennifer C. Wakefield
Paralegal

110214.128677/3581502.1

**ARTICLES OF MERGER
OF
TOBACCO SUPPLY COMPANY
(a Tennessee corporation)
INTO
HAIL & COTTON, INC.
(a Florida corporation)**

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2008 JUN 26 AM 10:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Section 607.1108 of the Florida Statutes and Tennessee Code 48-21-107, the undersigned entities hereby adopt these Articles of Merger.

1. Tobacco Supply Company, a Tennessee corporation ("Merging Entity") shall merge into Hail & Cotton, Inc., a Florida corporation, ("Surviving Entity"), pursuant to the terms and conditions of the Plan of Merger dated effective as of June 6, 2008 ("Plan"), in the form attached hereto as Exhibit "A", which has not been abandoned and which was duly authorized and approved in the manner set forth below and in accordance with the applicable laws of the State of Florida and the State of Tennessee and the Articles of Incorporation of each of the Merging Entity and the Surviving Entity.

2. Approval was required by the Board of Directors of each of the Merging Entity and Surviving Entity. Approval was not required by the shareholders of either the Merging Entity or the Surviving Entity since the Surviving Entity owns one hundred percent (100%) of the issued and outstanding capital stock of the Merging Entity as of the date the Plan was adopted and as of the date hereof. The Board of Directors of the Merging Entity and the Board of Directors of the Surviving Entity each adopted the Plan by unanimous written consent as of June 6, 2008.

3. The name of the Surviving Entity from and after the Effective Date shall continue to be "Hail & Cotton, Inc."

4. The merger of the Merging Entity into the Surviving Entity shall be effective on June 27, 2008, which date is the same date as the filing and recordation of these Articles of Merger with the Florida Department of State and Tennessee Secretary of State, and is herein referred to as the "Effective Date."

IN WITNESS WHEREOF, the undersigned have duly executed these Articles of Merger effective as of June 6, 2008.

TOBACCO SUPPLY COMPANY
a Tennessee corporation

By: Anthony W. Murr
Name: ANTHONY W. MURR
Title: Treasurer / Director

HAIL & COTTON, INC.
a Florida corporation

By: Anthony W. Murr
Name: ANTHONY W. MURR
Title: Treasurer / Director

PLAN OF MERGER

THIS PLAN OF MERGER (this "Agreement" or this "Agreement of Merger") is entered into this ^{6th} day of June, 2008, by and between **TOBACCO SUPPLY COMPANY**, a Tennessee corporation (the "Merging Entity"), and **HAIL & COTTON, INC.**, a Florida corporation (the "Surviving Entity"), and both of which are sometimes hereinafter referred to collectively as the "Constituent Entities."

WITNESSETH:

WHEREAS, the Surviving Entity owns one hundred percent (100%) of the issued and outstanding stock of the Merging Entity;

WHEREAS, the Board of Directors of each of the Merging Entity and the Surviving Entity have resolved that the Constituent Entities be merged into a single entity existing under the laws of the State of Florida and the Surviving Entity shall be the surviving entity in a transaction qualifying as a reorganization within the meaning of Sections 368(a)(1)(A) and 368(a)(1)(F) of the Internal Revenue Code; and

WHEREAS, the Board of Directors of each of the Merging Entity and the Surviving Entity have approved the merger upon the terms and conditions hereinafter set forth.

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

1. **Filings: Effects of Merger.**

(a) **Filing of Articles of Merger: Effective Date.** If this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed with the Florida Department of State and the Tennessee Secretary of State. The Merger shall become effective upon filing of the Articles of Merger (the "Effective Date").

(b) **Certain Effects of Merger.** On the Effective Date, the separate existence of the Merging Entity shall cease (except insofar as continued by statute) and it shall be merged with and into the Surviving Entity. Following the merger (i) all property, personal, real, mixed and intangible of the Merging Entity and all its claims, liabilities, actions, debts, contracts and obligations shall be transferred to and vested in the Surviving Entity without further act or deed, and (ii) the Surviving Entity shall be responsible and liable for all liabilities and obligations of the Merging Entity. At any time, or from time to time, after the Effective Date, the last acting officers of the Merging Entity or any corresponding officers of the Surviving Entity, may, in the name of the Merging Entity, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Entity may deem necessary or desirable in order to vest, perfect or confirm in the Surviving Entity title to and possession of all the Merging Entity's property, rights, privileges, powers and interests and otherwise to carry out the purposes of this Agreement. As a result of the merger, limited liability for the shareholders of the Merging Entity and the shareholders of the Surviving Entity shall be retained to the fullest extent permitted by the laws of the State of Florida and the State of Tennessee.

(c) **Appraisal Rights.** All shareholders of the Merging Entity who, except for the applicability of Section 607.1104 of the Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to Section 607.1321 of the Florida Statutes, may be entitled, if they comply with the provisions of the act regarding appraisal rights, to be paid the fair value of their shares.

2. **Name of Surviving Entity: Articles of Incorporation: Bylaws.**

(a) **Name of Surviving Entity.** The name of the Surviving Entity from and after the Effective Date shall continue to be "Hail & Cotton, Inc." until said name is changed.

(b) Articles of Incorporation. The Articles of Incorporation of the Surviving Entity as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Entity until changed or amended as provided by law.

(c) Bylaws. The Bylaws of the Surviving Entity as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Bylaws of the Surviving Entity until changed or amended as provided by law or the Bylaws.

3. Status and Conversion of Equity Interests. The manner and basis of converting the shares of the capital stock of the Merging Entity and the nature and amount of interests in the Surviving Entity of which the sole shareholder of the Merging Entity is to receive in exchange for its shares in the Merging Entity are as follows:

(a) Merging Entity Common Stock. Each share of Merging Entity common stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and any certificates representing such shares shall be cancelled.

(b) Interests in Surviving Entity Held by Sole Shareholder. The shares of capital stock in the Surviving Entity held by the sole shareholder of the Surviving Entity immediately before the Effective Date, shall by virtue of the Merger and at the Effective Date remain in existence and continue to be outstanding.

4. Miscellaneous.

(a) Termination. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the effective date of the Merger, and whether before or after approval of this Agreement of Merger by the Board of Directors of each of the Merging Entity and the Surviving Entity if the Board of Directors of either the Merging Entity or the Surviving Entity duly adopt a resolution abandoning this Agreement of Merger.

(b) Counterparts. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

(c) Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the substantive law of the State of Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized officers of the respective parties have duly executed this Agreement the day and year first above written.

TOBACCO SUPPLY COMPANY
a Tennessee corporation

By: Anthony W. Meach
Name: ANTHONY W. MEACH
Title: TREASURER / DIRECTOR

HAIL & COTTON, INC.
a Florida corporation

By: Anthony W. Meach
Name: ANTHONY W. MEACH
Title: TREASURER / DIRECTOR