

PD6000114880

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

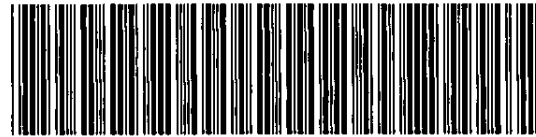
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/30/08--01045--019 **78.75

RECEIVED
08 DEC 30 PM 1:51
DIVISION OF CORPORATIONS
STATE OF FLORIDA

08 DEC 30 PM 3:57

FILED
CLERK OF SUPERIOR COURT
JANUARY 2, 2009

Merger
C.COULLETTE

DEC 30 2008

EXAMINER

ATTORNEYS' TITLE

Requestor's Name

1965 Capital Circle NE, Suite A

Address

Tallahassee, Fl 32308

City/St/Zip

850-222-2785

Phone #

12/30/2008

Ck for \$78.75 #3402

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

1- Green Thumb Landscape & Irrigation, Inc.

2-

3-

4-

☒ Walk-in

☐ Pick-up time _____

☒ Certified Copy

☐ Mail-out

☐ Will wait

☐ Photocopy

☐ Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non-Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Examiner's Initials cgc

ARTICLES OF MERGER
(Profit Corporation)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name, jurisdiction and document number of the **surviving** corporation is

<i>Name</i>	<i>Jurisdiction</i>	<i>Document Number</i>
Green Thumb Landscape & Irrigation, Inc.	Florida	P06000114880

Second: The name, jurisdiction and document number of the **merging** corporation is:

<i>Name</i>	<i>Jurisdiction</i>	<i>Document Number</i>
Green Thumb Farmers Market, Inc.	Florida	P98000056063

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of the Plan of Merger by **surviving** corporation. The Plan of Merger was adopted by the shareholders and the Board of Directors of the surviving corporation on December 26, 2008.

Sixth: Adoption of Merger by **merging** corporation. The Plan of Merger was adopted by the shareholders and the Board of Directors of the merging corporation on December 26, 2008.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto as of the 26 day of December, 2008.

**GREEN THUMB LANDSCAPE AND
IRRIGATION, INC.**, a Florida
corporation

By: Daniel R. Peppers

Daniel R. Peppers, Director, President and
Shareholder

GREEN THUMB FARMER MARKET, INC.,
a Florida corporation

By: Daniel R. Peppers

Daniel R. Peppers, Director, President and
Shareholder

FILED
08 DEC 30 PM 3:57
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

**AGREEMENT AND PLAN OF MERGER
BETWEEN GREEN THUMB FARMERS MARKET, INC., A FLORIDA
CORPORATION, AND GREEN THUMB LANDSCAPE & IRRIGATION, INC., A
FLORIDA CORPORATION**

This Agreement and Plan of Merger ("Agreement") is made pursuant to Sections 607.1101 through 607.11101 of the Florida Statutes by and between GREEN THUMB LANDSCAPE & IRRIGATION, INC., a Florida Corporation (hereafter referred to as the "Surviving Corporation"), and GREEN THUMB FARMERS MARKET, INC., a Florida Corporation, (hereafter referred to as the "Merging Company"), both having their principal offices at 4950 Davis Boulevard, Naples, Florida 34104.

RECITALS

WHEREAS, the sole Shareholder and sole Director of the Surviving Corporation and the sole Shareholder and sole Director of the Merging Company have waived notice of special meetings of their respective companies as permitted by Florida law in order to review this Plan of Merger and consider whether it is in the best interest of the respective business entities;

WHEREAS, the Shareholder and Director of the Surviving Corporation deem it desirable and in the best interests of Surviving Corporation and its Shareholder to enter into and approve this Agreement;

WHEREAS, the Shareholder and Director of the Surviving Corporation have approved this Agreement and Plan of Merger as of the Effective Date, as evidenced by the signatures to this Agreement and to the unanimous written consents filed in the minutes of the Surviving Corporation;

WHEREAS, the Shareholder and Director of the Merging Company deem it desirable and in the best interests of the Merging Company to enter into and approve this Agreement; and

WHEREAS, the Shareholder and Director of the Merging Company have approved this Agreement and Plan of Merger as of the Effective Date, as evidenced by the signatures to this Agreement and the unanimous written consent filed in the minutes of the Merging Company;

NOW, THEREFORE, in consideration of the foregoing premises and in consideration of the mutual covenants and promises of the parties hereto, the Surviving Corporation and the Merging Company agree as follows:

1. MERGER OF THE ENTITIES.

In accordance with Sections 607.1101 through 607.11101 of the Florida Statutes, the Merging Company shall be merged into the Surviving Company. The parties agree to prescribe the terms and conditions of such merger, the method of carrying it into effect, and the manner of converting all of the shares of the Surviving Company as hereinafter set forth.

2. **SHARES TO BE MERGED**

2.1 The total number of shares of common stock which the Merging Company is authorized to issue is 7,000 shares. One Thousand (1,000) shares of authorized shares are issued and outstanding.

2.2 The total number of shares of common stock which the Surviving Company is authorized to issue is 500 shares. Fifty (50) shares of the authorized shares of the Surviving Company are issued and outstanding.

The identity of shareholders and their relative percentage ownership of the Surviving Company and the Merging Company, prior to the merger, are identical.

SURVIVING CORPORATION

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Percentage</u>
Daniel R. Peppers	50	100%

MERGING COMPANY

<u>Shareholder</u>	<u>Number of Share</u>	<u>Percentage</u>
Daniel R. Peppers	1,000	100%

3. **METHOD OF CONVERTING SHARES.**

On the Effective Date, without any additional action on the parties of the parties hereto, holders of the issued and outstanding common stock of the Merging Company shall receive one share of the common stock of the Surviving Company for every twenty (20) shares of the common stock of the Merging Company which they hold. The shares of the Merging Company shall be canceled without payment of any additional consideration and without conversion.

4. **SURVIVING ENTITY.**

4.1 When this agreement shall become effective, the separate corporate existence of the Merging Company shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of the Merging Company, and shall be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent Company shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

4.1. The Surviving Corporation consents to be sued and served with process in Florida, and irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any proceeding in Florida to enforce against the Surviving Corporation any obligation of the Merging Company.

5. **MERGER PERMITTED UNDER THE LAWS OF FLORIDA.**

This merger is permitted under the relevant provisions of the Florida Statutes, Sections 607.1101 through 607.11101.

6. **NAME OF SURVIVING CORPORATION.**

The Surviving Corporation shall be "GREEN THUMB LANDSCAPE & IRRIGATION, INC., a Florida Corporation."

7. **EFFECTIVE DATE OF MERGER.**

The effective date of the merger shall be the filing of the Articles of Merger with the Secretary of State of Florida, together with evidence of their adoption as required by law.

8. **PRINCIPAL OFFICE.**

The principal office of the Surviving Corporation shall remain 4950 Davis Boulevard, Naples, Florida 34104, following this merger.

9. **MANAGEMENT OF THE SURVIVING CORPORATION.**

Management of the Surviving Corporation shall be vested in its officers and directors. The name and address of each officer and director is:

<u>Name</u>	<u>Officer/Director</u>	<u>Address</u>
Daniel R. Peppers	President, Secretary, Treasurer, Director	4950 Davis Boulevard, Naples, FL 34104

10. **DISTRIBUTIONS PRIOR TO MERGER.**

Until this Agreement of Merger becomes effective or is abandoned, neither business entity may make distributions to its respective shareholders.

11. **EXTRAORDINARY TRANSACTIONS.**

Neither business entity shall, prior to the Effective Date, engage in any activity nor transaction other than in the ordinary course of business, except as contemplated by this Agreement.

12. **SUBMISSION TO SHAREHOLDERS: EFFECTIVE DATE.**

This Agreement has been submitted to the officers and directors of the respective business entities in the manner provided under applicable Florida law. The signatures of the undersigned officers and directors of each such business entity representing a majority of the members and shareholders of the respective business entity are in favor of the adoption of this Agreement, and this Agreement shall be come effective on the date of filing.

13. **ABANDONMENT OF MERGER.**

At any time prior to the approval of this Plan of Merger by the Surviving Corporation and/or the Merging Company, and at any time prior to the filing of the Articles of Merger with the Florida Department of State, the planned merger may be abandoned, subject to any contractual rights, by either the Surviving Corporation or the Merging Company upon an affirmative vote of a majority of either business entities' manager and/or directors, as applicable.

14. **ARTICLES OF INCORPORATION AND BYLAWS
OF SURVIVING CORPORATION**

The Articles of Incorporation and Bylaws of the Surviving Corporation, as existing on the Effective Date of the merger, shall continue in full force as the Articles of Incorporation and Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Articles of Incorporation and Bylaws or as provided by law, and no changes are necessitated by the contemplated merger.

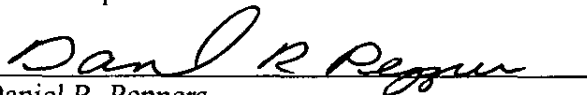
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IN WITNESS WHEREOF, the undersigned, constituting the Officers and Directors of the Surviving Corporation and the Officers and Directors of the Merging Company, have executed this Agreement on the day and year first above written.

SURVIVING CORPORATION:

**GREEN THUMB LANDSCAPE &
IRRIGATION, INC.**

a Florida Corporation

By: 
Daniel R. Peppers
As President, Treasurer, Director and Shareholder

MERGING COMPANY:

GREEN THUMB FARMERS MARKET, INC.,

a Florida corporation

By: 
Daniel R. Peppers
As President, Treasurer, Director and Shareholder