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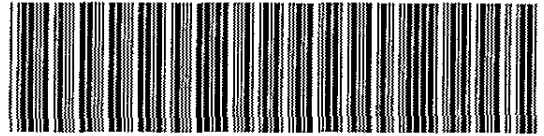
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*Merger*  
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FILED  
06 OCT - 8 AM 11:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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ALSO A MEMBER OF THE OKLAHOMA BAR

October 3, 2006

Amendment Section  
Division of Corporations  
Post Office Box 6327  
Tallahassee, Florida 32314


Re: Rio Leche Properties, Inc.

Dear Sir/Madam:

Enclosed for filing with your office are the original Articles of Merger for Wright's Feed, Inc. with the Plan and Agreement of Merger attached. As well, enclosed is my firm's check number 4340 in the amount of \$70.00 for the appropriate filing fees.

If you have any questions or if I may be of any assistance, please call.

Very truly yours,

  
William E. Doyle

WED/mdp  
Enclosures

cc: Samuel R. Wright, Sr., President  
Rio Leche Properties, Inc.

06 OCT -6 AM 11:49  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER OF WRIGHT'S FEED, INC.**

Pursuant to Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act, Wright's Feed, Inc., a Florida corporation, adopt the following Articles of Merger for the purpose of merging Wright's Feed, Inc., into Rio Leche Properties, Inc., a Florida corporation, the latter of which is to survive the merger.

**ARTICLE I**

That certain Plan and Agreement of Merger (the "Agreement") dated September 28, 2006 by and between Wright's Feed, Inc., a Florida corporation, and Rio Leche Properties, Inc., a Florida corporation, attached and made a part of this instrument, was duly approved by the Board of Directors and duly adopted by all of the shareholders of Wright's Feed, Inc., a Florida corporation, and Rio Leche Properties, Inc., a Florida corporation, pursuant to Section 607.1103, Florida Statutes, at a joint meeting of the shareholders and directors by both corporations on September 28, 2006.

**ARTICLE II**

Of the 500 outstanding shares of common stock, \$1.00 par value per share, of Rio Leche Properties, Inc., a Florida corporation, entitled to vote as a class upon the Agreement, the holders of all 500 of those shares voted in favor of and authorized the Agreement in accordance with Section 607.1103, Florida Statutes.

Of the 500 outstanding shares of common stock, \$1.00 par value, of Wright's Feed, Inc., a Florida corporation, entitled to vote as a class upon the agreement, the holders of all 500 of those shares have voted in favor of and authorized the Agreement in accordance with Section 607.1103, Florida Statutes.

**ARTICLE III**

It is not necessary that the Articles of Incorporation of Rio Leche Properties, Inc., a Florida corporation, the surviving corporation, be amended on this date to effectuate the Plan of Merger.

IN WITNESS WHEREOF, the parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers.

Dated this 28<sup>th</sup> day of September, 2006.

RIO LECHE PROPERTIES, INC., a Florida corporation

By: Samuel R. Wright  
Its \_\_\_\_\_ President

WRIGHT'S FEED, INC., a Florida corporation

By: Samuel R. Wright  
Its \_\_\_\_\_ President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2006, by Samuel R. Wright, Sr., as President of Rio Leche Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and who did or did not take an oath.

Mary D. Pardee  
Notary Public, State of Florida  
My Commission expires: MARY D. PARDEE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD233036  
My Commission No.: EXPIRES 7/16/2007  
BONDED THRU 1-888-NOTARY1

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2006, by Samuel R. Wright, Sr., as President of Rio Leche Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and who did or did not take an oath.

Mary D. Pardee  
Notary Public, State of Florida  
My Commission expires:  
My Commission No.: MARY D. PARDEE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD233036  
EXPIRES 7/16/2007  
BONDED THRU 1-888-NOTARY1

## **PLAN AND AGREEMENT OF MERGER**

THIS PLAN AND AGREEMENT OF MERGER dated this 28<sup>th</sup> day of September, 2006, by and between Rio Leche Properties, Inc., a Florida corporation, and Wright's Feed, Inc., a Florida corporation is submitted in compliance with Section 607.1101, Florida Statutes, and in accordance with the law of any other applicable jurisdiction of incorporation.

### **WITNESSETH:**

WHEREAS, Rio Leche Properties, Inc. is a corporation duly authorized and existing under the laws of the State of Florida; and

WHEREAS, Wright's Feed, Inc. is a corporation duly authorized and existing under the laws of the State of Florida; and

WHEREAS, Rio Leche Properties, Inc., and Wright's Feed, Inc., have agreed that Wright's Feed, Inc., shall merge into Rio Leche Properties, Inc. upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this agreement and in order to consummate the transactions described above, Wright's Feed, Inc., the constituent corporation to this agreement, agrees as follows:

1. Rio Leche Properties, Inc. and Wright's Feed, Inc. agree that Wright's Feed, Inc. shall merge into Rio Leche Properties, Inc., as a single corporation, upon the terms and conditions of this agreement and that Rio Leche Properties, Inc. shall continue under the laws of the State of Florida as the surviving corporation (hereinafter sometimes referred to as the "surviving corporation"), and they further agree as follows:

a. The purpose, the registered agent, the address of the registered office, number of directors, and the capital stock of the surviving corporation shall be as appears in the Articles of Incorporation of Rio Leche Properties, Inc. as on file with the office of the Secretary of State of the State of Florida on the date of this agreement. The terms and provisions of the Articles of Incorporation are incorporated in this agreement. From and after the effective date and until further amended, altered and restated as provided by law, the Articles of Incorporation separate and apart from this agreement shall be and may be separately certified as the Articles of Incorporation of the surviving corporation.

b. The Articles of Incorporation of Rio Leche Properties, Inc. on the effective date of this agreement need not be amended.

c. The By-Laws of Rio Leche Properties, Inc. in effect on the effective date shall be the By-Laws of the surviving corporation until they shall be altered, amended or repealed, or until new By-Laws are adopted as provided in them.

d. The persons who upon the effective date of the merger shall constitute the Board of Directors of Rio Leche Properties, Inc. shall be the persons constituting the Board of Directors of the surviving corporation on the effective date. If on the effective date of the merger any vacancy exists on the Board of Directors of the surviving corporation, that vacancy may be filled in the manner provided in the By-Laws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute the officers of Rio Leche Properties, Inc. shall be the persons constituting the officers of the surviving corporation on the effective date.

2. This agreement shall be submitted to the shareholders of Rio Leche Properties, Inc.,

and Wright's Feed, Inc., (hereinafter sometimes referred to as the "constituent corporation") for their consent and approval in accordance with Section 607.1103, Florida Business Corporation Act, or for consideration at a meeting of shareholders in accordance with Section 607.1103 of the Act on September 28, 2006, and, if it is adopted and approved in accordance with the laws of those states, as promptly as practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective officers, and this agreement and appropriate Articles of Merger shall be signed, acknowledged and filed pursuant to the laws of the States of Florida. The merger of Wright's Feed, Inc., into Rio Leche Properties, Inc., a Florida corporation, shall become effective upon the filing of this agreement and appropriate Articles of Merger with the office of the Secretary of State of the State of Florida, or September 30, 2006, whichever is later. This date on which the merger of Wright's Feed, Inc., into Rio Leche Properties, Inc., becomes effective is called in this instrument the "effective date" of the merger.

3. When this agreement shall have been approved, signed, acknowledged and filed, the separate existence of Wright's Feed, Inc. shall cease, and Wright's Feed, Inc., shall be merged into the surviving corporation in accordance with this agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of the constituent corporation so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations of the constituent corporation; and all property, real, personal and mixed, and all debts due to the constituent corporation on whatever account as well for stock subscriptions as all other things in action or belonging to the constituent corporation shall be vested in the

surviving corporation; and all property, rights, privileges, powers, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be as effectually the property of the surviving corporation as they were of the constituent corporation; and the title to any real estate, whether vested by deed or otherwise in the constituent corporation under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of constituent corporation shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporation shall then attach to the surviving corporation any may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of Rio Leche Properties, Inc., and Wright's Feed, Inc. shall be as follows:

a. On the effective date that 500 shares of common stock, \$1.00 par value of Wright's Feed, Inc., issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of Wright's Feed, Inc. corporate stock, shall be converted into and exchanged for 500 shares of Rio Leche Properties, Inc. common stock, \$1.00 par value stock.

b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

5. As soon as practicable after the effective date the surviving corporation shall issue and deliver, in accordance with Paragraph 4, to the shareholders of Wright's Feed, Inc., certificates for the number of whole shares of Rio Leche Properties, Inc.'s stock to which they shall have become entitled under this agreement. After the effective date of the merger, each of those Wright's



Feed, Inc. shareholders may surrender his or her certificate or certificates previously representing Wright's Feed, Inc. stock to the surviving corporation, and thereafter shall be entitled to receive in exchange a certificate or certificates representing the number of shares of Rio Leche Properties, Inc.'s stock into which those shares of Wright's Feed, Inc. stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of merger, represented shares of Wright's Feed, Inc. stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of Rio Leche Properties, Inc.'s stock into which they shall have been converted. Unless and until that outstanding certificate, that before the effective date of the merger represented share of stock, shall be surrendered, no dividends payable to the holders of record of Wright's Feed, Inc. stock as of any date subsequent to the effective date of the merger shall be paid to the holders of the outstanding certificate there shall be paid to the record holder of the certificate for shares of Wright's Feed, Inc. stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of Wright's Feed, Inc. stock.

6. All shares of Rio Leche Properties, Inc.'s stock for and into which shares of Wright's Feed, Inc.'s stock shall have been converted and exchanged pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of Wright's Feed, Inc. stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right

to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the Rio Leche Properties, Inc.'s stock for and into which their shares of Wright's Feed, Inc. stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. Wright's Feed, Inc. and Rio Leche Properties, Inc. shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida and the State of Florida in connection with the contemplated merger.

8. Upon the effective date the transfer books of Wright's Feed, Inc. shall be closed and no transfer of shares of Wright's Feed, Inc. stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date of constituent corporation shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges, and franchises of Wright's Feed, Inc., the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

10. Wright's Feed, Inc. represents and warrants to and agrees with Rio Leche Properties, Inc. as follows:

a. Wright's Feed, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to

carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. Wright's Feed, Inc. is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the Articles of Incorporation, as amended to date, and the By-Laws, as amended to date, of Wright's Feed, Inc. are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which Wright's Feed, Inc. is subject to prohibits, limits or otherwise affects the right, power and authority of Wright's Feed, Inc. to enter into this agreement or to cause the consummation of the merger.

b. The authorized capitalization of Wright's Feed, Inc. consists of 500 shares of common stock, \$1.00 par value per share, of which 500 shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by Wright's Feed, Inc. or any commitments or agreement of a similar nature to which Wright's Feed, Inc. is a party, relating to the authorized or issued stock of Wright's Feed, Inc.

c. Wright's Feed, Inc. presently has no subsidiaries.

d. The execution, delivery and performance of this agreement has been duly and effectively authorized by the board of directors and shareholders of Wright's Feed, Inc. and Rio Leche Properties, Inc.

e. Wright's Feed, Inc. has delivered to Rio Leche Properties, Inc. lists and descriptions identified in writing, which it certifies to be correct in all material respects, of the

following:

(1) All real property owned, leased or otherwise used or occupied by Wright's Feed, Inc.;

(2) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contract or commitments for the purchase or sale of products or services) imposing any obligation on Wright's Feed, Inc. or to which any of its properties is subject;

(3) All policies of insurance in force with respect to Wright's Feed, Inc. including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;

(4) The names of, and salary (including commissions and bonuses) paid in the fiscal years ended June 30, 2005 and June 30, 2006, respectively, to all of the officers, directors and employees of Wright's Feed, Inc.;

(5) The name of each bank in which Wright's Feed, Inc. has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all personnel, if any, holding a power of attorney from Wright's Feed, Inc.

f. All negotiations relative to this agreement and the transactions contemplated by it have been carried on by Wright's Feed, Inc. directly with Rio Leche Properties, Inc. without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this agreement for a brokerage or similar commission.

g. Wright's Feed, Inc. has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate reserves for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the effective date. Wright's Feed, Inc. is not delinquent in the payment of any taxes or duties, and has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against Wright's Feed, Inc.

11. The location of the principal office of the surviving corporation is 2899 Wisteria Farm Road, Green Cove Springs, Florida 32043.

12. This agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

13. This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon Rio Leche Properties, Inc. and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

14. It is intended by all parties that this Plan and Agreement of Merger, and the transaction contemplated herein, shall qualify as a "Reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

• EXECUTED on behalf of the parties acting through their duly authorized officers, pursuant to the authorization of the respective Board of Directors on the date first above written.

RIO LECHE PROPERTIES, a Florida corporation

By: Sam R. Wright Sr.  
Its \_\_\_\_\_ President

WRIGHT'S FEED, INC., a Florida corporation

By: Sam R. Wright Sr.  
Its \_\_\_\_\_ President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2006, by Samuel R. Wright, Sr., President of Rio Leche Properties, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and who did (did not) take an oath.

Mary D. Pardee  
Notary Public, State of Florida

My commission expires: MARY D. PARDEE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD233036  
EXPIRES 7/16/2007  
BONDED THRU 1-888-NOTARY1

STATE OF FLORIDA  
COUNTY OF DUVAL

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