

P94000004901

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

(Document Number)

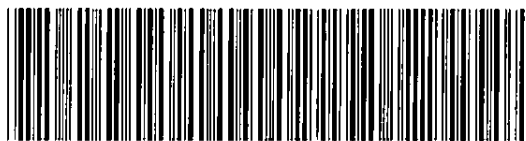
Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

They were advised that the
effective date of 12/31/23
would not be listed on
our data base because
it did not meet the filing
requirements of F.S. 607
dec 31/24

Office Use Only

AR's were not filed until
04/15/24.



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FILED

2024 APR 15 PM 2:08

SECRETARY OF STATE
TALLAHASSEE, FL

Muger

MAY 02 2024

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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Crop Protection Services of Fl., Inc.

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Bruce Sperry

Contact Person

Sperry Law Firm

Firm/Company

1607 S. Alexander St., Suite 101

Address

Plant City, FL. 33563

City/State and Zip Code

bjsperry@sperrylaw-pc.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Bruce Sperry

Name of Contact Person

At (813) 754-3030

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

FILED
2024 APR 15 PM 2:08
SECRETARY OF STATE
TALLAHASSEE, FL

SPERRY LAW FIRM

Attorneys at Law

Bruce J. Sperry

Ph 813.754.3030 | Fx 813.754.3928
1607 S. Alexander Street | Suite 101 | Plant City, Florida 33563-8421
www.sperrylaw-pc.com

Benjamin C. Sperry

March 26, 2024

VIA UPS

Florida Department of State
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, Florida 32303

RE: CROP PROTECTION SERVICES OF FL., INC.
Document No.: P94000004901

Dear Sir or Madam:

Please find enclosed original and one copy of the Amended Articles of Merger of CROP PROTECTION SERVICES OF FL., INC. that includes the Amended Agreement and Plan of Merger, together with my firm check in the amount of \$70.00 to cover the following costs:

Filing Fee for Corporation (CROP PROTECTION SERVICES OF FL., INC.)	\$35.00
Filing Fee for Corporation (CROP INPUT SYSTEMS, INC.)	<u>\$35.00</u>
Total	\$70.00

After the Amended Articles of Merger has been approved and filed, I would appreciate your sending a copy of the same to my office in the pre-addressed, stamped envelope provided.

Thank you for your attention to this matter.

Sincerely,

SPERRY LAW FIRM

By: 

Bruce J. Sperry

Enclosures
cp\corp\2783a29.ltr

AMENDED ARTICLES OF MERGER

The following certificate of merger is being submitted in accordance with Sections 607.1108, Florida Statutes.

ARTICLE ONE

The exact name, street address of principal office, jurisdiction, and entity type for each merging party are as follows:

CROP PROTECTION SERVICES OF FL., INC., a Florida corporation
2611 Sammonds Road
Plant City, FL 33563
FEI No. 59-3221632
Document No. P94000004901

CROP INPUT SYSTEMS, INC., a Florida corporation
2611 Sammonds Road
Plant City, FL 33563
FEI No. 32-0028971
Document No. P02000094573

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2024 APR 15 PM 2:08
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLE TWO

The exact name, street address of principal office, jurisdiction, and entity type of the surviving party is as follows:

CROP PROTECTION SERVICES OF FL., INC., a Florida corporation
2611 Sammonds Road
Plant City, FL 33563
FEI No. 59-3221632
Document No. P94000004901

ARTICLE THREE

The merger was approved by each domestic merging corporation in accordance with Florida Statutes Section 607.1101(1)(b), and by the organic law governing the other parties to the merger.

ARTICLE FOUR

The surviving party existed before the merger and is a domestic entity (Florida corporation).

ARTICLE FIVE

This merger will become effective as of December 31, 2023.

ARTICLE SIX

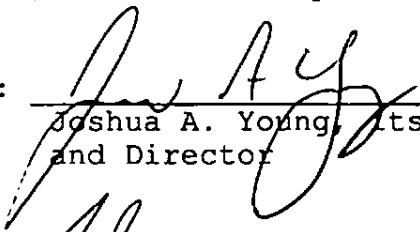
A Plan of Merger is attached hereto and was approved by CROP PROTECTION SERVICES OF FL., INC. (surviving corporation) and CROP INPUT SYSTEMS, INC. (merging company), each being a party to the merger effective December 31, 2023.

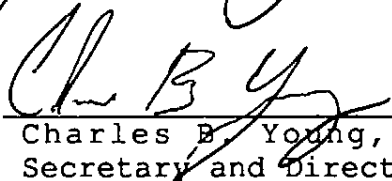
ARTICLE SEVEN

The merger was approved by each party as required by Florida law.

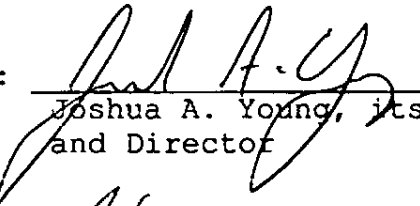
SIGNATURES

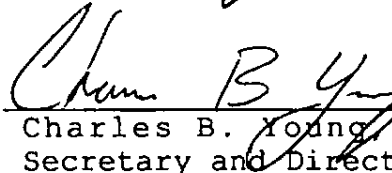
CROP PROTECTION SERVICES OF FL.,
INC., a Florida corporation

By: 
Joshua A. Young, its President
and Director

By: 
Charles B. Young, Jr., its
Secretary and Director

CROP INPUT SYSTEMS, INC., a Florida
corporation

By: 
Joshua A. Young, its President
and Director

By: 
Charles B. Young, Jr., its
Secretary and Director

C\CPS\2783.Art.Merger.Amend

AMENDED AGREEMENT AND PLAN OF MERGER

THIS AMENDED AGREEMENT AND PLAN OF MERGER, is dated the 31st day of December, 2023 (this "Agreement"), is entered into by and between CROP PROTECTION SERVICES OF FL., INC., a Florida corporation (CPS) and CROP INPUT SYSTEMS, INC., a Florida corporation (CIS), hereinafter sometimes collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, CPS is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, CIS is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, the Shareholders and Directors of CPS and the Shareholders and Directors of CIS have determined that it is advisable and in the best interests of such companies and their respective stockholders that CIS merge with and into CPS upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Shareholders and Directors of CPS have approved this Agreement, by execution of written consents in accordance with Section 607.1108 of the Florida Business Corporation Act;

WHEREAS, the Shareholders and Directors of CIS have approved this Agreement, by execution of written consents in accordance with Section 607.1108 of the Florida Business Corporation Act;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants herein contained, CPS and CIS hereby agree as follows:

1. Merger. CIS shall be merged with and into CPS (the "Merger") such that CPS shall be the surviving corporation (hereinafter sometimes referred to as the "Surviving Corporation"). Appropriate documents necessary to effectuate the Merger shall be filed with the Secretary of State of Florida and the Merger shall become effective December 31, 2023, as provided by applicable law (the "Effective Time").

2. Governing Documents. The Certificate of Incorporation of CPS shall be the Certificate of Incorporation of the Surviving Corporation, and upon the consummation of the Merger, the By-Laws of CPS shall be the By-laws of the Surviving Corporation.

3. Directors. The persons who are directors of CPS immediately prior to the Effective Time shall, after the Effective Time, be the directors of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

4. Officers. The persons who are officers of CPS immediately prior to the Effective Time shall, after the Effective Time, be the officers of the Surviving Corporation, without change until their successors have been duly elected and qualified in accordance with the Certificate of Incorporation and By-laws of the Surviving Corporation.

5. Succession. At the Effective Time, the separate corporate existence of CIS shall cease and (i) all the rights, privileges, powers and franchises of a public and private nature of each of the Constituent Corporations, subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; (ii) all assets, property, real, personal and mixed, belonging to each of the Constituent Corporations; and (iii) all debts due to each of the Constituent Corporations on whatever account, including stock subscriptions and all other things in action; shall succeed to, be vested in and become the property of the Surviving Corporation without any further act or deed as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise and any other asset, in either of such Constituent Corporations shall not revert or be in any way impaired by reason of the Merger, but all rights of creditors and all liens upon any property of CIS shall be preserved unimpaired. To the extent permitted by law, any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All debts, liabilities and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it. All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of CIS, its members, managers, officers and agents that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to CIS.

6. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of CIS such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of CIS, and otherwise to carry out the purposes of this Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of CIS or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Conversion of Membership Units to Shares of Stock. At the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, (i) the 100 SHARES of CIS stock owned by Joshua A. Young (51 shares) and Charles B. Young, Jr. (49 shares) and outstanding immediately prior to the Effective Time shall be changed and converted into 100 shares of CPS, wherein Joshua A. Young will receive an additional 51 shares of CPS and Charles B. Young, Jr. will receive an additional 49 shares of CPS. Each share of stock of CIS issued and outstanding immediately prior to the Effective Time shall be cancelled without any consideration being issued or paid therefor. After the Effective Time, the Surviving Corporation shall reflect in its stock ledger the number of shares of CPS Stock to the shareholders of CIS (Joshua A. Young and Charles B. Young, Jr.) pursuant to the terms hereof.

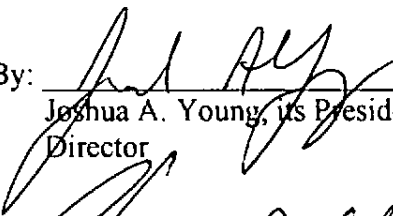
8. Amendment. The parties hereto, by mutual consent of their respective Boards of Director and shareholder(s), may amend, modify or supplement this Agreement prior to the Effective Time.

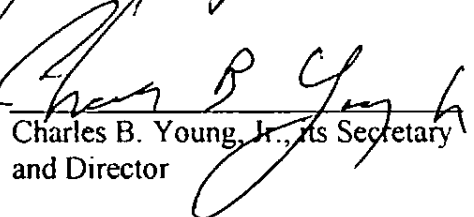
9. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to the choice or conflict of law provisions contained therein to the extent that the application of the laws of another jurisdiction will be required thereby.

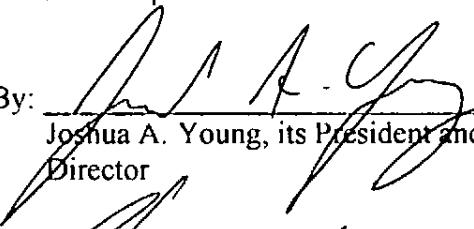
IN WITNESS WHEREOF, CPS and CIS have caused this Agreement to be executed and delivered as of the date first written above.

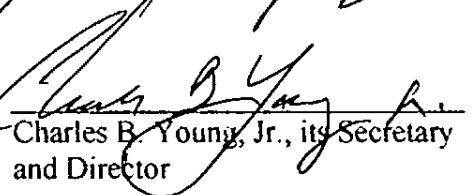
**CROP PROTECTION SERVICES OF
FL., INC., a Florida corporation**

By: 
Joshua A. Young, its President and
Director

By: 
Charles B. Young, Jr., its Secretary
and Director

**CROP INPUT SYSTEMS, INC.,
a Florida corporation**

By: 
Joshua A. Young, its President and
Director

By: 
Charles B. Young, Jr., its Secretary
and Director