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Division of Corporations

Gray Robinson

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MERGER OR SHARE EXCHANGE

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**ARTICLES OF MERGER**  
*Merging*  
**HCE CORPORATION**  
*With And Into*  
**SUNNYRIDGE FARM, INC.**

These Articles of Merger are submitted in order to merge the following Florida entities, in accordance with Section 607.1104 and 607.1105 of the Florida Business Corporation Act (the "Merger"):

**ARTICLE I**

The exact name, type of entity and jurisdiction for the merging party (the "Merging Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HCE Corporation	Florida	Corporation

**ARTICLE II**

The exact name, type of entity and jurisdiction for the surviving party (the "Surviving Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Sunnyridge Farm, Inc.	Florida	Corporation

**ARTICLE III**

The Plan of Merger pursuant to which the Merging Entity shall be merged with and into the Surviving Entity (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

**ARTICLE IV**

The attached Plan of Merger was approved by the parties to the Merger in accordance with the applicable provisions of Chapter 607, *Florida Statutes*.

**ARTICLE V**

The effective date of the Merger shall be the date on which these Articles of Merger are filed with the Florida Department of State.

IN WITNESS WHEREOF, these Articles of Merger are executed as of the 20<sup>th</sup> day of February, 2012.

MERGING ENTITY:

HCE CORPORATION, a Florida  
corporation

By: 

Name: Gregory C. Mixon

Title: VP

By: 

Name: Keith D. Mixon

Title: President

SUNNYRIDGE FARM, INC., a

Florida corporation

By: 

Name: Gregory C. Mixon

Title: VP

By: 

Name: Keith D. Mixon

Title: President

**EXHIBIT A**

**PLAN OF MERGER**

***Merging***

**HCE CORPORATION**

***With And Into***

**SUNNYRIDGE FARM, INC**

The following Plan of Merger was adopted and approved by the Board of Directors of HCE CORPORATION (the "Merging Entity") in its capacity as the parent of its wholly-owned subsidiary SUNNYRIDGE FARM, INC. (the "Surviving Entity"), in accordance with Section 607.1104, *Florida Statutes*, and is being submitted in accordance with the relevant provisions of the Florida Business Corporation Act (the "Act").

**ARTICLE 1**

The exact name, type of entity and jurisdiction of the merging entity (the "Merging Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
HCE Corporation	Florida	Corporation

**ARTICLE 2**

The exact name, type of entity and jurisdiction of the surviving entity (the "Surviving Entity") are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Sunnyridge Farm, Inc.	Florida	Corporation

**ARTICLE 3**

The terms and conditions of the merger are as follows:

3.1 **The Merger.** The Merging Entity shall merge with and into Surviving Entity (with such merger referred to herein as the "Merger") at the Effective Time (as defined below).

From and after the Effective Time, the separate existence of the Merging Entity shall cease, and the Surviving Entity shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida. The Merger shall have the effects set forth in the Act.

3.2 **Effective Time.** The Merging Entity and the Surviving Entity will cause Articles of Merger to be filed with the Florida Department of State in such form as required by, and executed in accordance with, the relevant provisions of the Act. The Merger shall become effective upon filing of the Articles of Merger with the Florida Department of State, or such later date as may be expressly stated in the Articles of Merger (the "**Effective Time**").

3.3 **Additional Action.** The Surviving Entity shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of any of the Merging Entity or the Surviving Entity, in order to vest or to perfect or confirm of record in the Surviving Entity the title to any property, rights, privileges, powers, licenses, and franchises of any of the Merging Entity or the Surviving Entity.

#### **ARTICLE 4**

4.1 **Relationship of Merging Parties.** The Surviving Entity is a wholly-owned subsidiary of the Merging Entity ("**Parent**").

4.2 **Manner and Basis of Converting Shares Generally.** Since the Merger is between the Parent and its wholly-owned subsidiary, and the Parent is not the surviving corporation, in accordance with the Act, all of the currently issued and outstanding shares of the capital stock of the Surviving Entity (the "**Surviving Entity Shares**") will be issued pro rata to and among the holders of all of the currently issued and outstanding shares of the capital stock of the Parent (the "**Parent Entity Shares**") in exchange for the Parent Entity Shares surrendered by such shareholders. Since 100% of the Parent Entity Shares are held by a single shareholder (the "**Parent Sole Shareholder**"), 100% of the Surviving Entity Shares will be issued to the Parent Sole Shareholder in connection with the consummation of the Merger an in exchange for the Parent Sole Shareholder's surrender of all of the Parent Entity Shares.

4.3 **Effect on Surviving Entity's Stock.** As of the Effective Time, each Surviving Entity Share shall remain and constitute all of the Surviving Entity's issued and outstanding shares of capital stock, with the owner and holder thereof then becoming the Parent Sole Shareholder.

4.4 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any shares of capital stock of the Merging Entity or the Surviving Entity outstanding prior to the Effective Time, no conversion of such rights is necessary.

4.5 **Miscellaneous.**

(a) No interest, dividends, or other distributions shall be payable with respect to any Merging Entity Shares in connection with the Merger.

(b) From and after the Effective Time: (i) no Merging Entity Shares shall be deemed issued or outstanding, (ii) the holder thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act, and (iii) all of the Merging Entity Shares issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, be deemed surrendered and exchanged for all of the Surviving Entity Shares. As a result of such surrender and exchange, each Merging Entity Share shall then be deemed canceled.

(c) At the Effective Time, the transfer books for the Merging Entity shall be closed and no transfer of Merging Entity Shares shall thereafter be made (other than to reflect the cancelation of the Merging Entity Shares as a consequence of the consummation of the Merger).

**ARTICLE 5**

5.1 **Rights and Obligations of the Merging Entity.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Act, from and after the Effective Time: (i) the Surviving Entity shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Surviving Entity without any further act or deed, and (iii) the Surviving Entity shall assume and be liable for all liabilities and obligations of the Merging Entity.

5.2 **Surviving Entity Articles of Incorporation.** The Articles of Incorporation of the Surviving Entity in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Entity immediately following the Merger.

5.3 **Surviving Entity Bylaws.** The Bylaws of the Surviving Entity in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Entity immediately following the Merger.

5.4 **Merging Entity's Organizational Documents.** The Articles of Incorporation, Bylaws, and all other organizational documents, agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

**ARTICLE 6**

6.1 **Amendment.** The Merging Entity may, in its unilateral discretion, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the board of directors of the Merging Entity shall be subject to any restrictions contained in the Act. No amendment of

any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by the Merging Entity.

6.2 **Termination.** The Board of Directors of the Merging Entity may cause this Plan of Merger to be terminated and the Merger and other transactions herein provided for to be abandoned at any time prior to the Effective Time (whether before or after requisite approval of the Plan of Merger has been obtained).

6.3 **Requisite Approval.** The respective obligations of the Merging Entity and the Surviving Entity to effect the Merger shall be subject to the Merging Entity obtaining the requisite approval of its Board of Directors of the Merging Entity, as required by Section 607.1104 of the Act, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining the requisite approval required by the Act, the shareholders, directors and/or officers of the Surviving Entity and the shareholders, directors and/or officers of the Merging Entity, as appropriate, are hereby authorized and directed to cause the Articles of Merger and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.