

**P97000006778**

Florida Department of State  
Division of Corporations  
Public Access System  
Katherine Harris, Secretary of State

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H02000020822 1))

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850) 205-0380

From:

Account Name : WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.  
Account Number : 076077002775  
Phone : (407) 246-8692  
Fax Number : (407) 423-7014

**AL**

RECEIVED  
02 JAN 23 AM 7:53  
DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

**ROBINSON'S TREE FARM, INC.**

**FILED**  
**Jan 23, 2002 08:00 AM**  
**Secretary of State**

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$96.25

Electronic Filing Menu

Corporate Filing

Public Access Help

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

ROBINSON'S TREE FARM NORTH, L.L.C. A FLORIDA ENTITY

INTO

**ROBINSON'S TREE FARM, INC.,** a Florida entity, P97000006778

File date: January 23, 2002

Corporate Specialist: Agnes Lunt

**ARTICLES OF MERGER**

**FILED**  
**Jan 23, 2002 08:00 AM**  
**Secretary of State**

Pursuant to the provisions of Chapter 607 and Chapter 608 of the Florida Statutes, the undersigned corporation and limited liability company hereby adopt the following Articles of Merger for the purpose of merging the two entities:

1. The entities party to the Agreement of Merger and Plan of Merger and Reorganization are ROBINSON'S TREE FARM, INC., a Florida corporation assigned document no. P97000006778 ("Corporation") and ROBINSON'S TREE FARM NORTH, L.L.C., a Florida limited liability company assigned document no. L01000000335 ("LLC"). Corporation shall be the surviving entity.

2. The Agreement of Merger and Plan of Merger and Reorganization ("Agreement") dated January 15, 2002, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, was entered into and approved by Corporation and LLC. The Agreement was subsequently approved by the sole shareholder and sole member of each of those entities as of January 15, 2002.

3. The effective date of the merger shall be January 15, 2001.

[The remainder of this page intentionally left blank.]

The parties to these Articles of Merger have caused them to be duly executed by their respective authorized officers as of the 15<sup>th</sup> day of January, 2002.

**ROBINSON'S TREE FARM, INC., a  
Florida corporation**

By: David R. Robinson  
David R. Robinson, President

**ROBINSON'S TREE FARM NORTH,  
L.L.C., a Florida limited liability company**

By: David R. Robinson  
David R. Robinson, as Trustee of  
the David R. Robinson Trust u/a/d  
October 21, 1996, as amended, Sole  
Member

## EXHIBIT "A"

**AGREEMENT OF MERGER AND PLAN OF MERGER AND REORGANIZATION**

Agreement of Merger and Plan of Merger and Reorganization ("Agreement") effective as of the 15<sup>th</sup> day of January, 2002, by and between ROBINSON'S TREE FARM, INC., a Florida corporation (hereinafter called "Surviving Entity") and ROBINSON'S TREE FARM NORTH, L.L.C., a Florida limited liability company (hereinafter called "LLC").

**WITNESSETH:**

**WHEREAS**, Surviving Entity and LLC mutually agree that it is in the best interest of both entities to merge their existence under and pursuant to the Florida Business Corporation Act and the Florida Limited Liability Company Act; and

**WHEREAS**, the parties each recommend approval of the merger to their respective shareholder and member upon the terms and conditions contained herein;

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

**1. Agreement of Merger: Effects of Merger.**

**1.1. Agreement of Merger.** In accordance with the Florida Business Corporation Act and the Florida Limited Liability Company Act, Surviving Entity and LLC agree to merge as of the Effective Date (as hereinafter defined) into a single corporate entity existing under the laws of the State of Florida, to wit, Surviving Entity, which entity shall be the surviving entity for purposes of Section 607.1108(3)(a) of the Florida Statutes.

**1.2. Certain Effects of Merger.** On the Effective Date, the separate existence of LLC shall cease, and LLC shall be merged into Surviving Entity which, as the surviving entity, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of LLC; and all property, real, personal, and mixed, and all debts due to LLC on whatever account, as well for all other things in action or belonging to LLC, shall be vested in the Surviving Entity; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Entity as they were of LLC, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in LLC, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of LLC shall be preserved unimpaired, and all debts, liabilities, and duties of LLC shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting manager of LLC or any officer of the Surviving Entity, may, in the name of LLC, 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 of LLC's property, rights,

privileges, powers, franchises, immunities and interests and otherwise to carry out the purposes of this Agreement.

2. **Name and Address of Surviving Entity; Articles of Incorporation; Bylaws; and Officers and Directors.**

2.1. **Name and Address of Surviving Entity.** The name and address of the Surviving Entity from and after the Effective Date shall be and remain ROBINSON'S TREE FARM, INC., a Florida corporation, whose address is 1991 Industrial Drive, Deland, Florida 32724.

2.2. **Articles of Incorporation.** The Articles of Incorporation of 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.

2.3. **Bylaws.** The Bylaws of Surviving Entity, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Bylaws of Surviving Entity until amended as provided therein.

2.4 **Officers and Directors.** The officers and directors of Surviving Entity shall continue as of the officers and directors of Surviving Entity from and after the Effective Date.

3. **Status and Conversion of Interest.** As of the Effective Date, by virtue of the merger and without any action on the part of any holder of an interest in LLC, each one percent (1%) ownership interest in LLC shall automatically be converted into one (1) share of common stock of Surviving Entity. As soon as reasonably practical after the Effective Date, Surviving Entity shall issue certificates evidencing the conversion and issuance of such shares.

4. **Filing of Certificate of Merger; Effective Date.** This Agreement is contingent upon the approval of the shareholder of Surviving Entity and the member of LLC. If (a) this Agreement is adopted by the sole shareholder of Surviving Entity in accordance with the Florida Business Corporation Act, (b) this Agreement is adopted by the sole member of LLC in accordance with the Florida Limited Liability Company Act, and (c) the 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 and recorded in accordance with the Florida Business Corporation Act. The Merger shall become effective on January 15, 2002, or such later date upon which Articles of Merger are filed with the State of Florida, which date is herein referred to as the "Effective Date."

5. **Miscellaneous**

5.1. This Agreement 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 sole member of LLC or the sole shareholder of Surviving Entity, upon written notice to the other party abandoning this Agreement.

5.2. 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.

Executed as of the date first above written.

**ROBINSON'S TREE FARM, INC., a  
Florida corporation**

By: \_\_\_\_\_  
**David R. Robinson, President**

**ROBINSON'S TREE FARM NORTH,  
L.L.C., a Florida limited liability company**

By: \_\_\_\_\_  
**David R. Robinson, as Trustee of  
the David R. Robinson Trust w/a/d  
October 21, 1996, as amended, Sole  
Member**