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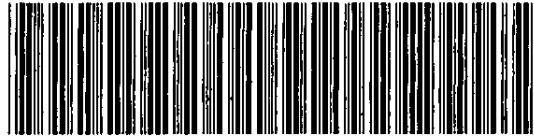
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*not
8/14/08*

COHEN. NORRIS. SCHERER WEINBERGER & WOLMER

ATTORNEYS AT LAW

JONATHAN A. BERKOWITZ
GARY J. COHAN*
FRED C. COHEN, P.A.**
GREGORY R. COHEN, P.A.
BERNARD A. CONKO[*](**)
RYAN S. COPPLE
DOMINIC S. LIBERI*
RICHARD J. MEEHAN*
ALFRED G. MORICI*
DAVID B. NORRIS, P.A.
PETER R. RAY, P.A.
M. RICHARD SAPIR, P.A.*
KENNETH J. SCHERER, P.A.
ADAM R. SELIGMAN
KYLE A. SILVERMAN*
ROGER C. STANTON
JAMES S. TELEPMAN***
ROBERT M. WEINBERGER, P.A.
BRENT G. WOLMER, P.A.

August 6, 2008

*Of Counsel
**Board Certified Real Estate
***Board Certified Business Litigation

Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

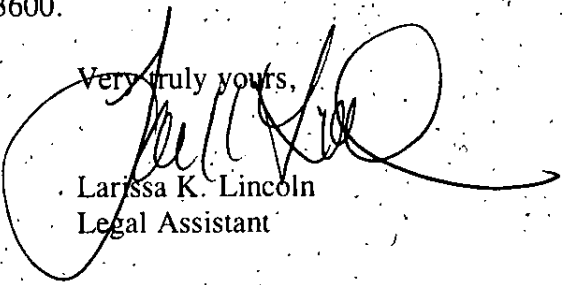
Re: Articles of Merger/Plan of Merger
SUN INTERNATIONAL PRODUCE COMPANY
into SUN COMMODITIES, INC.
Our File No. 94361.039

Dear Sir/Madam:

Enclosed please find original and one copy of the above referenced Articles and Plan of Merger wherein the surviving corporation will be Sun Commodities, Inc.

Enclosed please also find check in the amount of \$78.75 to cover the cost of filing the merger and certified copy of same. Your assistance is greatly appreciated. If there should be any questions, please contact me at 561/844-3600.

Very truly yours,


Larissa K. Lincoln
Legal Assistant

secMerger.ltr
enclosures

cc: Mike Leslie/Byron Miranda w/out encls. via email www.byron@sunexp.com
Orland Bethel w/out encls. via email www.obethel@hillandalefarms.com
Fred C. Cohen w/out encls.

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

712 U.S. HIGHWAY ONE • SUITE 400 • P.O. BOX 13146 • NORTH PALM BEACH, FLORIDA 33408-7146

TELEPHONE: (561) 844-3600 • FACSIMILE: (561) 842-4104

**ARTICLES OF MERGER
OF
SUN INTERNATIONAL PRODUCE COMPANY (A FLORIDA CORPORATION) AND
SUN COMMODITIES, INC. (A FLORIDA CORPORATION)**

EFFECTIVE DATE: June 30, 2008

Pursuant to §607.1109 of the Florida Statutes, the undersigned corporations submit the following Articles of Merger:

- FIRST:** The Board of Directors and the shareholders of SUN INTERNATIONAL PRODUCE COMPANY, a Florida corporation ("SIP"), with an address of 2230 SW 2nd Street, Pompano Beach, FL 33069 and the Board of Directors and shareholders of SUN COMMODITIES, INC., a Florida corporation ("SUN"), with an address of 2230 SW 2nd Street, Pompano Beach, FL 33069 have determined that it is in the best interest of the aforementioned corporations for SIP to merge into SUN with SUN surviving the merger. The purpose of the merger is to simplify business activities, create a centralized management business structure, promote future growth of the merging corporations and to promote a more successful business structure.
- SECOND:** The shareholders of SIP have approved the merger. The shareholders of SUN have approved the merger.
- THIRD:** The Board of Directors and the shareholders of SIP and the Board of Directors and the shareholders of SUN have adopted and approved the attached Plan of Merger effective the date set forth above, which Plan meets the requirements of Section 607.1108, Florida Statutes.
- FOURTH:** These Articles of Merger are effective the date of filing by the Secretary of State.

SUN COMMODITIES, INC. (a Florida corporation)

By: Gregg Leslie
GREGG LESLIE, President

**SUN INTERNATIONAL PRODUCE
COMPANY,** (a Florida corporation)

By: Gregg Leslie
GREGG LESLIE, President

PLAN OF MERGER

SUN INTERNATIONAL PRODUCE COMPANY, (a Florida Corporation) INTO SUN COMMODITIES, INC., (a Florida Corporation)

This is a Plan of Merger effective the 30th day of June, 2008, between SUN INTERNATIONAL PRODUCE COMPANY, a Florida corporation (hereinafter called "SIP"), and SUN COMMODITIES, INC., a Florida corporation (hereinafter called "SUN"), said corporations being hereafter sometimes collectively referred to as the "Constituent Corporations".

WITNESSETH:

WHEREAS, SIP is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on August 11, 1998, and SUN is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on January 21, 1998; and

WHEREAS, the authorized capital stock of SIP consists of Seventy-five hundred (7,500) shares of common stock, par value \$1.00 per share, of which one hundred (100) shares are outstanding; and

WHEREAS, the authorized capital stock of SUN consists of Seventy-five hundred (7,500) shares, of which one hundred (100) shares are outstanding; and

WHEREAS, the Board of Directors of the Constituent Corporations deem it advisable for the general welfare and advantage of the Constituent Corporations and their respective shareholders that the Constituent Corporations merge into a single entity pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the State of Florida;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties agree, in accordance with the applicable provisions of the laws of the State of Florida, that the Constituent Corporations shall be merged into a single entity, to wit: SUN COMMODITIES, INC., one of the Constituent Corporations, which shall continue its existence and be the entity surviving the merger (said corporation hereafter sometimes called the "Surviving Company"), and the terms and conditions of the merger hereby agreed upon (hereafter called the "Merger") which the parties covenant to observe, keep and perform and the mode of carrying the same into effect are and shall be as hereafter set forth:

ARTICLE I
Effective Time of the Merger

At the effective time of the merger, the separate existence of SUN INTERNATIONAL PRODUCE COMPANY, shall cease and shall be merged into the Surviving Company, SUN COMMODITIES, INC. Consummation of this Agreement shall be effected on the date on which Articles of Merger in substantially the form annexed hereto as Exhibit A are filed in the office of the Florida Secretary of State, all after satisfaction of the respective requirements of the applicable laws of said state prerequisite to such filings.

ARTICLE II
Governing Law; Certificate of Incorporation

The laws which are to govern the Surviving Company are the laws of the State of Florida. The Articles of Incorporation of SUN COMMODITIES, INC., shall, at the effective time of the Merger remain in effect thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

ARTICLE III
Shareholder Agreement

The Shareholder Agreement of SIP, if any, at the effective time of the Merger shall be the Shareholder Agreement of the Surviving Company until the same shall be altered or amended in accordance with the provisions thereof.

ARTICLE IV
Directors/Officers

GREGG LESLIE shall be Director and President of the Surviving Company;
ORLAND BETHEL shall be Director and Vice-President of the Surviving Company;
GARY BETHEL shall be Director and Secretary/Treasurer of the Surviving Company.

ARTICLE V
Conversion and Issuance of Shares in the Merger

The mode of carrying into effect the Merger provided in this Agreement, and the manner and basis of converting the shares of SIP into shares of the Surviving Company are as follows:

1. SUN's Common Stock. None of the shares of SUN issued at the effective time of

the Merger shall be converted as a result of the Merger.

2. SIP Common Stock. At the effective time of the Merger, each share of common stock, par value \$1.00 per share, of SIP issued and outstanding shall be converted into and become one (1) share in the Surviving Company and each holder of outstanding common stock of SIP, upon surrender to the Surviving Company of one or more stock certificates for common stock of SIP for cancellation, shall be entitled to receive one or more stock certificates for the full number of shares of the Surviving Company into which the common stock of SIP so surrendered shall have been converted as aforesaid together. Each issued share of SIP common stock held in its treasury at the effective time of the merger shall be canceled and shall not be converted.
3. Surrender of SIP Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing common stock of SIP issued and outstanding at the time the Merger becomes effective shall be surrendered for exchange to the Surviving Company as above provided. Until so surrendered for exchange, each such stock certificate nominally representing common stock of SIP shall be deemed for all corporate purposes (except for the payment of dividends, which shall be subject to the exchange of stock certificates as above provided) to evidence the ownership of the number of units of the Surviving Company which the holder thereof would be entitled to receive upon its surrender to the Surviving Company.
4. Status of Common Stock. All shares of common stock of the Surviving Company into which shares of common stock of SIP are converted as herein provided shall be fully paid and non-assessable and shall be issued in full satisfaction of all rights pertaining to such shares of common stock of SIP.

ARTICLE VI

Effect of the Merger

At the effective time of the Merger, the Surviving Company shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers and franchises both of a public and a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers and franchises of each of the Constituent Corporations and all property, real, personal and mixed, and all debts due to either of said Constituent Corporations on whatever account, as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Company; and all property, rights, privileges, immunities, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Company as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in either of said Constituent Corporations shall not revert or be in any way impaired by reason of the

Merger; provided, however, that all rights of creditors and all liens upon any property of either of said Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Company.

ARTICLE VII

Accounting Matters

The assets and liabilities of the Constituent Corporations as of the effective time of the merger shall be taken up on the books of the Surviving Company at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The transaction shall be treated as the adoption of an IRS Section § 368(a)(1)(A) a reorganization plan for tax purposes.

ARTICLE VIII

Approval of Shareholders, Filing of Articles of Merger

This Agreement shall be submitted to the shareholders of each of the Constituent Corporations as provided by law and their respective Articles of Incorporation at meetings which shall be held immediately the effective day of this Agreement, or such later date as the Boards of Directors of the Constituent Corporations shall mutually approve. The respective designations and numbers of shares of each class of capital stock of the Constituent Corporations outstanding on the date hereof and a statement as to the shares of each class of capital stock of the Constituent Corporations entitled to vote upon the adoption and approval of the Merger as set forth in Paragraph 2 of Exhibit A hereto. After such adoption and approval, and subject to the conditions contained in this Agreement, Articles of Merger in substantially the form annexed hereto as Exhibit A shall be signed, verified and delivered to the Department of State of the State of Florida for filing as provided in §607.1105 of the Florida Statutes.

ARTICLE IX

SUN's Representations and Warranties

SUN represents and warrants to SIP as follows:

1. Organization, etc. SUN is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. SUN has power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

2. Capitalization. SUN's capitalization consists of seventy-five hundred (7,500) authorized shares of common stock (par value \$1.00 per share), of which one hundred (100) shares are issued and outstanding as of the date hereof. Each issued share of stock is validly issued, fully paid, non-assessable and each outstanding share of stock is entitled to one vote.
3. Stock to be Issued. All shares of stock of the Surviving Company into which the common stock of SIP is to be converted will be, immediately after the effective time of the Merger, duly and validly authorized and issued and fully paid and non-assessable, and no shareholder of SUN will have any preemptive right of subscription or purchase in respect thereof. At the effective time of the Merger, the Surviving Company will have duly reserved for issuance a sufficient number of shares of SUN to permit conversion, at the basic conversion rate applicable thereto, of such shares when issued upon such conversion, will be duly and validly authorized and issued and fully paid and non-assessable, and no shareholder of SUN will have any preemptive right of subscription or purchase in respect thereof.

ARTICLE X

SIP's Representations and Warranties

SIP represents and warrants to SUN as follows:

1. Organization, etc. SIP is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. SIP has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.
2. Capitalization. SIP's capitalization consists of seventy-five hundred (7,500) authorized shares of common stock (par value \$1.00 per share), of which, as of the date hereof, one hundred (100) shares are issued and outstanding. Each issued share is validly issued, fully paid, non-assessable and each outstanding share is entitled to one vote.

ARTICLE XI

Conduct of Businesses Pending the Merger

From and after the date of this Agreement and prior to the effective time of the Merger, neither of the Constituent Corporations will, without the prior written consent of the other:

- (a) amend its Articles of Incorporation, Bylaws or Shareholder Agreement, if any, except, in the case of SUN, as may be necessary to enable to carry out the provisions of this Agreement;

- (b) engage in any material activity or transaction or incur any material obligation (by contract or otherwise) except in the ordinary course of business;
- (c) issue rights or options to purchase or subscribe to any share of its capital stock or subdivide or otherwise change any such shares; or
- (d) issue or sell any shares of its capital stock or securities convertible into shares of its capital stock.

From and after the date of this Agreement and prior to the effective time of the Merger, SIP will use its best efforts to preserve its business organizations; to keep available to SUN the services of SIP's present officers and employees, if any; and to preserve for SUN the goodwill of SIP, SIP's suppliers, customers and others having business relations with any of them. During the same period, SIP will not put into effect any material increase in the compensation or other benefits applicable to officers or other key personnel, if any.

ARTICLE XII.

Conditions Precedent; Termination; General Provisions

- A. Conditions Precedent to SUN's Obligation. The obligation of SUN to effect the Merger shall be subject to the following conditions (which may be waived in writing by SUN):
 - 1. The representations and warranties of SIP herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; SIP shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.
 - 2. No material change in the corporate status, businesses, operations or financial condition of SIP shall have occurred since the effective date of this Agreement (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to SIP, taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations or financial condition of SIP, taken as a whole.
- B. Conditions Precedent to SIP's Obligation. The obligation of SIP to effect the Merger shall be subject to the following conditions (which may be waived in writing by SIP):
 - 1. The representations and warranties of SUN herein contained shall be true as

of and at the effective time of the Merger with the same effect as though made at such time; SUN shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.

2. No material change in the company status, businesses, operations or financial condition of SUN shall have occurred since the effective date of this Agreement (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to SUN, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations, real properties or financial condition of SUN.

C. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

1. By the mutual consent of the Board of Directors of the Constituent Corporations;
2. By SUN if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 and 2, inclusive, of Section A of this Article XII shall not have been met;
3. By SIP if, prior to the effective time of the Merger, the conditions set forth in Paragraphs 1 and 2 of Section B of this Article XII shall not have been met;
4. By either of the Constituent Corporations if any action or proceeding before any court or other governmental body or agency shall have been instituted or threatened to restrain or prohibit the Merger and such Constituent Corporation deems it advisable to proceed with the Merger; or
5. By either of the Constituent Corporations if the requisite approval of the shareholders of both Constituent Corporations shall not have been obtained immediately following the effective date of this Agreement or if the Articles of Merger and this Agreement shall not have been filed as provided in Article I hereof on or before the 3rd day following the effective date of this Agreement.

Upon such termination and abandonment, neither party shall have any liability or obligation hereunder to the other.

- D. General. The headings in this Agreement shall not affect in any way its meaning or interpretation. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- E. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the sole shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall in the judgment of the party making it not affect substantially or materially and adversely the benefits to such party or its sole shareholders intended under this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the President of each of the Constituent Corporations and each of the Constituent Corporations has caused its seal to be hereunto affixed, all as of the day and year first above written.

SUN INTERNATIONAL PRODUCE COMPANY,
a Florida corporation

By: 

GREGG LESLIE, President

SUN COMMODITIES, INC., a Florida corporation

By: 

GREGG LESLIE, President

