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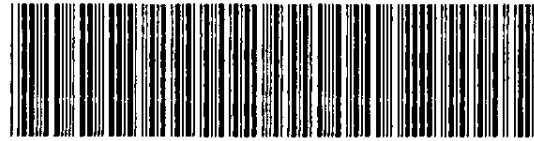
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MAR 31 2011

**EXAMINER**

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**FILED**  
11 MAR 28 AM 11:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

# Publix.

*Elizabeth S. Whatley*  
Florida Registered Paralegal  
Office of the General Counsel

March 21, 2011

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

Re: *Articles of Merger for Sherman Cortez, LLC, Stoneybrook Hills, LLC and MTRC, LLC*

Gentlemen:

Enclosed for filing please find the following original Articles of Merger and Agreement and Plan of Merger attached thereto as Exhibit A:

1. **Sherman Cortez, LLC** into Publix Super Markets, Inc.
2. **Stoneybrook Hills, LLC** into Publix Super Markets, Inc.
3. **MTRC, LLC** into Publix Tennessee, LLC.

Also enclosed is Publix Super Markets, Inc.'s check no. 3381006 in the amount of \$236.25 for the following fees:

1. **Filing Fee:** \$210.00 - \$70.00 filing fee for each transaction (\$35.00 for the LLC and \$35.00 for the Corp).
2. **Certified Copy:** \$ 26.25 - \$8.75 for one certified copy of each transaction.

In addition, enclosed is a self-addressed stamped envelope for your use in returning the three (3) certified copies to me.

If you have any questions, please feel free to contact me at the above number. Thank you.

Sincerely,



Elizabeth S. Whatley

Enclosures

# ARTICLES OF MERGER

These **ARTICLES OF MERGER** (the "Articles") are made and entered into this 3<sup>rd</sup> day of MARCH, 2011, by and between **SHERMAN CORTEZ, L.L.C.**, a Florida limited liability company (the "LLC"), and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation (the "Corporation").

## WITNESSETH:

WHEREAS, the Board of Directors of the Corporation and the sole Member of the LLC deem it advisable and in the best interests of the Corporation and the LLC, respectively, and their stockholders and sole Member, respectively, that the LLC be merged with and into the Corporation pursuant to Section 607.1108, Florida Statutes, and Section 608.438, Florida Statutes, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger;

NOW, THEREFORE, the Corporation and the LLC, in consideration of the mutual covenants and provisions hereinafter contained, have agreed and do hereby agree each with the other that the LLC be merged with and into the Corporation pursuant to the provisions of Sections 607.1108, Florida Statutes, and Section 608.438, Florida Statutes, and do hereby agree upon and prescribe the terms and conditions of said merger and the mode of carrying the same into effect in the following Articles of Merger.

These Articles are filed pursuant to Section 607.1109, Florida Statutes, and Section 608.4382, Florida Statutes. Pursuant to Chapter 607, Florida Statutes and Chapter 608, Florida Statutes, at the Effective Time (as defined herein), the LLC shall be, and it hereby is, merged with and into said Corporation (the "Merger"), with the Corporation as the Surviving Entity of the Merger.

## ARTICLE I PARTIES TO MERGER; PLAN OF MERGER

The Agreement and Plan of Merger (the "Plan of Merger") for the Merger is attached hereto as **Exhibit A**. The parties to the Merger are **PUBLIX SUPER MARKETS, INC.** (the "Corporation"), which is a Florida corporation, and **SHERMAN CORTEZ, L.L.C.** (the "LLC"), which is a Florida limited liability company. The Corporation shall be the Surviving Entity of the Merger.

## ARTICLE II APPROVAL OF MERGER

The Plan of Merger was approved by the Corporation in accordance with the applicable provisions of Chapter 607, Florida Statutes, and was approved by the LLC in accordance with the applicable provisions of Chapter 608, Florida Statutes.

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
MARCH 19 AM 11:28  
**FILED**

**ARTICLE III  
EFFECTIVE DATE**

These Articles and the Merger shall be effective simultaneously with the filing of these Articles of Merger with the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida in connection herewith (the "Effective Time").

IN WITNESS WHEREOF, each of the parties has caused these Articles of Merger to be executed as of the day and year first above written.

**SHERMAN CORTEZ, L.L.C., a**  
Florida limited liability company

By: REAL SUB, LLC, a Florida limited liability  
company, its sole Member

By: \_\_\_\_\_  
Name: Jeffrey Chamberlain  
Title: Vice President

**PUBLIX SUPER MARKETS, INC., a**  
Florida corporation

By: \_\_\_\_\_  
Name: Jeffrey Chamberlain  
Title: Vice President of Real Estate

**AGREEMENT AND PLAN OF MERGER**

**BETWEEN**

**SHERMAN CORTEZ, L.L.C.,  
A Florida limited liability company**

**AND**

**PUBLIX SUPER MARKETS, INC.,  
A Florida corporation**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated March 8, 2011, is made and entered into by and between **SHERMAN CORTEZ, LL.C.**, a Florida limited liability company (the "LLC") and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation (the "Corporation").

**RECITALS:**

**WHEREAS**, the sole Member of the LLC and the Board of Directors of the Corporation have each approved the merger of the LLC with and into the Corporation (the "Merger") upon the terms and conditions set for in this Agreement; and

**WHEREAS**, the LLC and the Corporation desire hereby to set forth the terms and conditions for the consummation of the Merger, following which the Corporation shall be the surviving entity (sometimes hereinafter in such capacity, the "Survivor"); and

**WHEREAS**, pursuant to Section 607.1103(7), Florida Statutes, the stockholders of the Corporation are not required to approve this Agreement or the consummation of the Merger;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**

**THE MERGER; EFFECTIVE TIME**

**1.1. The Merger.** Upon the terms and subject to the conditions set forth in this Agreement and the laws of the State of Florida, at the Effective Time (as defined in Section 1.2), the LLC shall be merged with and into the Corporation, whereupon the separate existence of the LLC shall cease and the Corporation shall be the surviving entity of the Merger. The Corporation shall cause to be filed Articles of Merger (the "Articles") duly executed by the Corporation and the LLC with the Department of State of the State of Florida.

**1.2. Effective Time.** The Merger shall be effective simultaneously with the filing of the Articles of Merger with the Department of State of the State of Florida and the payment of all fees and taxes required by the laws of the State of Florida in connection therewith (the "Effective Time").

**1.3. Continuation.** The Corporation as the surviving entity shall continue its existence as a corporation under the laws of the State of Florida.

**ARTICLE II**  
**ARTICLES OF INCORPORATION**

The Articles of Incorporation of the Corporation in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Survivor, until duly amended as provided therein or by applicable law.

**ARTICLE III**  
**DIRECTORS AND OFFICERS**

The directors and officers of the Corporation at the Effective Time shall be the directors and officers, respectively, of the Survivor on and after the Effective Time until expiration of their current terms and until their successors are elected and qualified, or prior registration, removal or death, subject to the Bylaws and Articles of Incorporation of the Corporation and subsequent actions by the directors or officers of the Survivor.

**ARTICLE IV**  
**EFFECT OF THE MERGER ON MEMBERSHIP**  
**INTERESTS IN LLC AND STOCK OF THE CORPORATION**

**4.1 Cancellation of Membership Interests in LLC.** At the Effective Time, all membership interests in the LLC outstanding immediately prior to the Merger, by virtue of the Merger and without any action on the part of the holders thereof, shall be cancelled.

**4.2 Shares of Stock of the Corporation.** At the Effective Time, each share of stock of the Corporation outstanding immediately prior to the Merger shall be unaffected by the Merger and shall remain outstanding as a share of stock in the Corporation.

**ARTICLE V**  
**MISCELLANEOUS AND GENERAL**

**5.1 Modification or Amendment.** Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement approved by the Board of Directors of the Corporation and the sole Member of the LLC and executed and delivered by duly authorized officers of the Corporation and the sole Member of the LLC.

**5.2 Counterparts.** This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

AGREEMENT AND PLAN OF MERGER  
SHERMAN CORTEZ, L.L.C. – PUBLIX SUPER MARKETS, INC.

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**5.3. Governing Law.** This Agreement shall in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida, without regard to the conflict of law principles thereof.

**5.4. Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of the parties hereto as of the date first written above.

**SHERMAN CORTEZ, L.L.C., a**  
Florida limited liability company

By: REAL SUB, LLC, a Florida limited liability  
company, its sole Member

By: \_\_\_\_\_  
Name: Jeffrey Chamberlain  
Title: Vice President

**PUBLIX SUPER MARKETS, INC., a**  
Florida corporation

By: \_\_\_\_\_  
Name: Jeffrey Chamberlain  
Title: Vice President of Real Estate