



Oct-02-03 01:54P

P.01

OCT-02-2003 16:45

TRENAM KEMKER

1 813 229 6553

P.01

112252

Florida Department of State
Division of Corporations
Public Access System

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.

(((H03000289509 3)))

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 : TRENAM, KEMKER, SCHARF, BARKIN, FRYE, O'NEILL & MULLIS, P.A.
Account Number : 076424003301
Phone : (813) 223-7474
Fax Number : (813) 229-6553

JM 03-3065

MERGER OR SHARE EXCHANGE

PUBLIX SUPER MARKETS, INC.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$96.25

03 OCT -2 PM 4:49
DIVISION OF CORPORATIONS

03 OCT -2 AM 9:11
DIVISION OF CORPORATIONS
PUBLIC ACCESS SYSTEM
FLORIDA

FILED

Electronic Filing Menu

Corporate Filing

Public Access Help

Sub. 15

UB 10-3-03

ARTICLES OF MERGER

L99000002416

These ARTICLES OF MERGER (the "Articles") are made and entered into this 25th day of August, 2003, by and between Seminole Pratt Investments, L.L.C., a Florida limited liability company (the "LLC"), and Publix Super Markets, Inc., a Florida corporation (the "Corporation").

112252

WITNESSETH:

WHEREAS, the Board of Directors of the Corporation and the sole manager 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 the provisions of 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 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.

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 the Corporation (the "Merger") with the Corporation as the surviving entity of the Merger.

03 OCT - 2 AM 9:11

FILED

**ARTICLE I
PARTIES TO THE 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 Seminole Pratt Investments, L.L.C., which is a Florida limited liability company, and Publix Super Markets, Inc., which is a Florida corporation. 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.

(((H03000289509 3)))

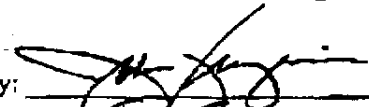
**ARTICLE III
EFFECTIVE DATE**

These Articles of Merger 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.

SEMINOLE PRATT INVESTMENTS, L.L.C.

By: Real Sub, LLC, its sole manager

By: 
Name: Joseph Harrison
Title: VP

PUBLIX SUPER MARKETS, INC.

By: 
Name: William E. Crenshaw
Title: President

03 OCT -2 AM 9:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
RECORDED
AND
FILED

(((H03000289509 3)))

Oct-02-03 01:55P

P.04

OCT-02-2003 16:46

TRENAM KEMKER

1 813 229 6553

P.04

(((H03000289509 3)))

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

D3 OCT -2 AM 9:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

(((H03000289509 3)))

OCT-02-2003 16:46

TRENAM KEMKER

1 813 229 6533 P.05
(((H03000289509 3)))

AGREEMENT AND PLAN OF MERGER

BETWEEN

SEMINOLE PRATT INVESTMENTS, L.L.C.
A Florida limited liability company

AND

PUBLIX SUPER MARKETS, INC.
A Florida corporation

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated August 25, 2003 is made and entered into by and between Seminole Pratt Investments, L.L.C., a Florida limited liability company (the "LLC"), and Publix Super Markets, Inc., a Florida corporation (the "Corporation").

WITNESSETH:

WHEREAS, the sole manager of the LLC and the Board of Directors of the Corporation has each approved of the merger of the LLC with and into the Corporation (the "Merger") upon the terms and conditions set forth in this Agreement;

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");

WHEREAS, the sole member of the LLC has approved of this Agreement and the consummation of the Merger; and

WHEREAS, pursuant to Section 607.1103(7), Florida Statutes, the stockholders of the Corporation are not required to approve of 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 are hereby acknowledged, the parties hereto hereby 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 herein), the LLC shall merge 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 each of the Corporation and the LLC with the Department of State of the State of Florida.

(((H03000289509 3)))

03 OCT - 2 AM 9:11
FILED
AND
FILED

(((H03000289509 3)))

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
DIRECTOR 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 resignation, 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 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 shall, by virtue of the Merger and without any action on the part of the holders thereof, 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.

03 OCT -2 PM 9:11
FILED
STATE OF FLORIDA
TALLAHASSEE

(((H03000289509 3)))

(((H03000289509 3)))

**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 manager of the LLC and executed and delivered by duly authorized officers of the Corporation and the sole manager of the LLC, subject to the approval of 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.

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

5.4. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provisions 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 the other person 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.

[signatures follow on next page]

03 OCT -2 AM 9:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

(((H03000289509 3)))