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Subject: 000466.55995

From: Katie Wensch

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144830

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE

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From: Katie Wonsch

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STATE OF FLORIDA
ARTICLES OF MERGER
by and between

Net 2 Ocala, L.L.C., a Florida limited liability company
and
Associated Grocers of Florida, Inc., a Florida corporation

The following Articles of Merger are being submitted in accordance with Sections 607.1105 and 608.4382, Florida Statutes.

FIRST: The name, principal address, jurisdiction and entity type of the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Net 2 Ocala, L.L.C. 7000 NW 32 nd Avenue Miami, FL 33147	Florida	Limited Liability Company Florida Document #L98000003376

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Associated Grocers of Florida, Inc. 7000 NW 32 nd Avenue Miami, FL 33147	Florida	Corporation Florida Document #144830

THIRD: The attached Agreement and Plan of Merger was approved by both the domestic limited liability company and corporation that are parties to the merger in accordance with the applicable provisions of Chapters 607 and 608, Florida Statutes.

FOURTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of the limited liability company or corporation that is a party to the merger.

FIFTH: The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State.

SIXTH: The Articles of Merger comply with and were executed in accordance with the laws of the state of Florida.

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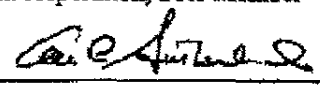
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SEVENTH: Signature(s) for each party.

**NET 2 OCALA L.L.C., a Florida limited
liability company**

By: Associated Grocers of Florida, Inc., a
Florida corporation, Sole Member

By: 
Allan C. Sutherland, EVP

**ASSOCIATED GROCERS OF FLORIDA,
INC., a Florida corporation**

By: 
Allan C. Sutherland, EVP

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of the 7th day of April, 2006, by and between NET 2 OCALA L.L.C., a Florida limited liability company (hereinafter sometimes referred to as the "Merged LLC"), and ASSOCIATED GROCERS OF FLORIDA, INC., a Florida corporation (the "Surviving Corporation"). The Merged LLC and the Surviving Corporation are hereinafter sometimes referred to as the "Constituent Entities."

WITNESSETH:

WHEREAS, the parties desire that the Merged LLC merge into the Surviving Corporation in a manner which conforms to Sections 607.1108 and 608.438, Florida Statutes;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties hereinafter set forth, the parties hereto agree as follows:

1. **Merger.** The Merged LLC shall merge into the Surviving Corporation in accordance with the laws of the State of Florida.
2. **Effective Date.** The Merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State (the "Effective Date").
3. **Rights of the Surviving Corporation.** Upon the Effective Date: (a) the Merged LLC and the Surviving Corporation shall become a single corporation and the separate existence of the Merged LLC shall cease; (b) the Surviving Corporation shall succeed to and possess all of the rights, privileges, powers and immunities of the Merged LLC which, together with all of the assets, properties, business, patents, trademarks, and goodwill of the Merged LLC, of every type and description wherever located, real, personal or mixed, whether tangible or intangible, including without limitation, all accounts receivable, banking accounts, cash and securities, claims and rights under contracts, and all books and records relating to the Merged LLC shall vest in the Surviving Corporation without further act or deed and the title to any real property or other property vested by deed or otherwise in the Merged LLC shall not revert or in any way be impaired by reason of the Merger; (c) all rights of creditors and all liens upon any property of the Constituent Entities shall be unimpaired; the Surviving Corporation shall be subject to all the contractual restrictions, disabilities and duties of the Constituent Entities; and all debts, liabilities and obligations of the respective Constituent Entities shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and obligations had been incurred or contracted by it; provided, however, that nothing herein is intended to or shall extend or enlarge any obligation or the lien of any indenture, agreement or other instrument executed or assumed by the Constituent Entities; and (d) without limitation of the foregoing provisions of this Section 3, all limited liability company acts, plans, policies, contracts, approvals and authorizations of the Constituent Entities, their members, Boards of Directors, committees elected or appointed by the Boards of Directors, officers and agents,

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which were valid and effective and which did not have terms expressly requiring termination by virtue of the Merger, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation as they were with respect to the Constituent Entities.

4. **Certificate of Incorporation, Bylaws, Officers and Directors of Surviving Corporation.** Upon the Effective Date: (a) the Articles of Incorporation of the Surviving Corporation shall continue as the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law; (b) the Bylaws of the Surviving Corporation shall continue as the Bylaws of the Surviving Corporation until amended in the manner provided by law; and (c) the officers and directors of the Surviving Corporation shall remain the officers and directors of the Surviving Corporation.

5. **Conversion of Membership Interest.**

The Merged LLC has one member: Associated Grocers of Florida, Inc. At the Effective Time, the membership interest of the sole member of the Merged LLC shall, by virtue of the Merger and without any action on the part of the Merged LLC or the member thereof, cease to exist. The issued Common Stock of the Surviving Corporation shall not be converted in any manner. The shares of Class A Stock, Class B Stock and Class C Stock, all without par value per share of the Surviving Corporation issued and outstanding immediately prior to the Effective Time will remain issued and outstanding from and after the Effective Time.

6. **Appointment of Agent for Service of Process.** The Merged LLC and the Surviving Corporation appoint NRAI Services, Inc., whose address is 2731 Executive Park Drive, Suite 4, Weston, Florida, 33331, to accept service of process for any legal action in Florida against either company, with a copy of such process to be mailed to Barry T. Shevlin, Esq., 1111 Kane Concourse, Bay Harbor Island, FL 33154.

7. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the Merger, and supersedes all prior agreements, written or oral, with respect thereto.

8. **Waivers and Amendments.** This Agreement may not be amended, modified, superseded, cancelled, renewed, extended or waived except by a written instrument signed by the parties, or, in the case of a waiver, by the party waiving compliance.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

10. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11. **Severability of Provisions.** The invalidity or unenforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision of this Agreement shall in no way affect the validity or enforcement of any other provision or any part thereof.

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12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall be considered but one in the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**MERGED LIMITED LIABILITY
COMPANY:**

NET 2 OCALA L.L.C.,
a Florida limited liability company

By: Associated Grocers of Florida, Inc.,
a Florida corporation, Sole Member

By: Calvin J. Miller
Calvin J. Miller, President

SURVIVING CORPORATION:

ASSOCIATED GROCERS OF FLORIDA
INC., a Florida corporation

By: Calvin J. Miller
Calvin J. Miller, President

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