

294756

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BOARD CERTIFIED
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December 19, 2000

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

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 DEC 22 AM 9:06
EFFECTIVE DATE
11/2001

Re: Merger of Lake County Utilities, Inc. and
Ortega Utility Co.

900003511859-4
-12/22/00--01085--005
*****70.00 *****70.00

Gentlemen:

Enclosed are an original and one copy of the Articles of Merger merging Lake County Utilities, Inc. into Ortega Utility Co., with attached Agreement and Plan of Merger. Please file the original of the Articles of Merger and return the copy with your acknowledgment of the filing with the filing information stamped on it. My firm's check in the amount of \$70.00 to cover the filing fee is also enclosed.

Sincerely,



Fred H. Steffey

FHS:maw
D:\WP7\LTR\Potter.12P.wpd
Enclosure

cc: Mr. Alan W. Potter, Sr. (w/encl.)
Mr. James Bowen (w/encl.)

Merger

V. SHEPARD JAN 8 2001

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

LAKE COUNTY UTILITIES, INC., a Florida corporation, 406199

INTO

ORTEGA UTILITY CO., a Florida entity, 294756.

File date: December 22, 2000 , effective January 1, 2001

Corporate Specialist: Velma Shepard

ARTICLES OF MERGER
Merging
LAKE COUNTY UTILITIES, INC.
with and into
ORTEGA UTILITY CO.

FILED
 SECRETARY OF STATE
 DIVISION OF CORPORATIONS
 00 DEC 22 AM 9: 06
 EFFECTIVE DATE
1/1/2001

1. The names of the corporations which are parties to this merger are **LAKE COUNTY UTILITIES, INC.**, a Florida corporation, and **ORTEGA UTILITY CO.**, a Florida corporation (the "Constituent Corporations"). **ORTEGA UTILITY CO.** shall be the surviving corporation.
2. A true copy of the Agreement and Plan of Merger is attached hereto as Schedule A and by this reference incorporated herein and made a part hereof.
3. The Agreement and Plan of merger was adopted by the shareholders of the Constituent Corporations on December 19, 2000.
4. All conditions precedent to the effectiveness of the Agreement and Plan of Merger have occurred.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the Constituent Corporations this 19 day of December, 2000, effective as of January 1, 2001, or the date of the filing of these Articles of Merger with the State of Florida Department of State, whichever shall be later.

LAKE COUNTY UTILITIES, INC.

ORTEGA UTILITY CO.

By: *Alan W. Potter, Sr.*
ALAN W. POTTER, SR.
 President

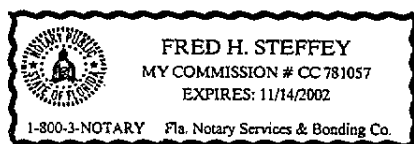
By: *Alan W. Potter, Sr.*
ALAN W. POTTER, SR.
 President

Attest: *Jane P. Potter*
JANE P. POTTER
 Secretary

Attest: *Jane P. Potter*
JANE P. POTTER
 Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing Articles of Merger were acknowledged before me this 19th day of December, 2000, by **ALAN W. POTTER, SR.** (Known to me X or Type of Ident. & No.: _____) and **JANE P. POTTER** (Known to me X or Type of Ident. & No.: _____), as President and Secretary, respectively, of each of the above named Constituent Corporations on behalf of each of said corporations.



Fred H. Steffey
NOTARY PUBLIC, State of Florida
 PRINT NAME FRED H. STEFFEY
 My Commission Expires: 11-14-2002

Schedule A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is by and among **LAKE COUNTY UTILITIES, INC.**, a Florida corporation (the "Merging Corporation") and **ORTEGA UTILITY CO.**, a Florida corporation (the "Surviving Corporation").

RECITALS

The authorized capital stock of the Merging Corporation consists of 100 shares of common stock, \$5.00 par value per share (the "Merging Corporation's Stock"), 50 shares of which are issued and outstanding, all of which are owned by Alan W. Potter, Sr. (the "Common Shareholder").

The authorized capital stock of the Surviving Corporation consists of 7,500 shares of common stock, \$100.00 par value per share (the "Surviving Corporation's Stock"), 3,450 shares of which are issued and outstanding, 1,650 shares of which are owned by the Common Shareholder and 1,800 shares of which are owned by the Merging Corporation.

The parties hereto intend to cause a merger (the "merger") of the Merging Corporation into the Surviving Corporation, pursuant to which the Surviving Corporation will survive, all shares of the Merging Corporation's Stock will be cancelled, the shares of the Surviving Corporation's Stock owned by the Merging Corporation will be cancelled and no additional shares of the Surviving Corporation's stock will be issued to the Common Shareholder, all as more fully set forth herein.

AGREEMENT

In consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. **Stockholder Approval; Effectiveness of Merger.**

(a) This Agreement shall be submitted to the stockholders of the Merging Corporation and the Surviving Corporation (the "Constituent Corporations") as provided by the applicable law of the State of Florida and by this Agreement.

(b) If (i) this Agreement is duly authorized and adopted by the votes or written consents of the holders of a majority of the issued and outstanding shares of each of the Constituent Corporations and (ii) this Agreement is not terminated and abandoned pursuant to the provisions of Section 5 hereof, Articles of Merger shall be executed and delivered to the Secretary of the State of Florida in accordance with the law of the State of Florida as soon as practicable after the last approval of such stockholders, which Articles of Merger shall have attached to them and incorporated in them by reference this Agreement. The merger shall become effective the later of January 1, 2001, or immediately upon the filing of the Articles of Merger with the Secretary of State of the State of Florida, such date being herein sometimes called the "Effective Date".

2. **Terms of the Merger.** On the Effective Date the Merging Corporation shall be merged into the Surviving Corporation; all assets and liabilities of the Merging Corporation, as they exist on the Effective Date, shall pass to, vest in and become assets and obligations of the Surviving Corporation; the separate existence of the Merging Corporation shall cease; and the Surviving Corporation shall continue in existence.

3. **Surviving Corporation's Certificate of Incorporation; Bylaws, Etc.**

(a) From and after the Effective Date, the Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall continue to be its Articles of Incorporation until thereafter amended as provided by law.

(b) From and after the Effective Date and until thereafter amended as provided by law, the Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall continue to be its Bylaws.

(c) From and after the Effective Date and until the next annual meeting of the stockholders of the Surviving Corporation, the officers and directors of the Surviving Corporation holding office immediately prior to the Effective Date shall continue to be its officers and directors.

4. **Manner and Basis of Cancellation and Issuance of Shares in Merger.**

(a) On the Effective Date, each share of the Merging Corporation's Stock issued and outstanding immediately prior to the merger, by virtue of the merger and without any action on the part of the Common Shareholder, the sole owner thereof, shall cease to be outstanding and shall be cancelled and retired.

(b) On the Effective Date the 1,800 shares of the Surviving Corporation's Stock owned by the Merging Corporation immediately prior to the merger shall be cancelled. After the Effective Date, the 1,650 shares of the Surviving Corporation's Stock owned by the Common Shareholder immediately prior to the merger shall remain outstanding.

5. **Termination.** Notwithstanding favorable action on the merger by the stockholders of the Constituent Corporations, this Agreement may be terminated at any time prior to the Effective Date and the merger abandoned by the Board of Directors of any of the Constituent Corporations.

6. **Amendments.** The parties hereto by mutual consent of their respective Board of Directors, prior to the Effective Date, may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the stockholders of the Constituent Corporations.

7. **Miscellaneous.**

(a) This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

(b) If at any time any of the parties hereto shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors of the parties shall as of the Effective Date execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its President and attested by its Secretary the 19th day of December, 2000.

LAKE COUNTY UTILITIES, INC.

By: 

ALAN W. POTTER, SR.
President

Attest: 

JANE P. POTTER
Secretary

ORTEGA UTILITY CO.

By: 

ALAN W. POTTER, SR.
President

Attest: 

JANE P. POTTER
Secretary