

G 62915

(Requestor's Name)

Paddock Park Development, Inc.  
Post Office Box 367  
Ocala, Florida 34478-0367

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



900024929829

11/25/03--01016-011 \*\*25.00

12/30/03--01002--009 \*\*53.75

FILED  
03 DEC 29 AM 9:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Meyer  
KRB  
12/30

**Margaret Palmer  
Attorney At Law  
709 SE 15<sup>th</sup> Avenue  
Ocala, Florida 34471  
(352)732-8899**

December 23, 2003

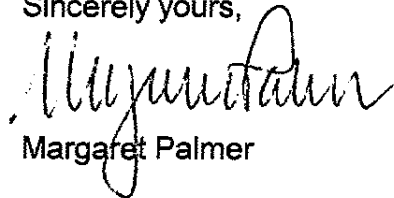
Florida Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, Florida 32314

Re: Paddock Park Development, Inc.  
Ref. Number G62915

Dear Sir or Madam:

I have enclosed a check in the amount of \$53.75, for filing the enclosed Articles of Merger, plus one certified copy of the document. Please return the certified copy to me in the enclosed self-addressed envelope. Thank you very much for your assistance, and please excuse my initial miscalculation.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Margaret Palmer", written in black ink.

Margaret Palmer



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

December 4, 2003

PADDOCK PARK DEVELOPMENT, INC.  
PO BOX 367  
OCALA, FL 34478-0367

SUBJECT: PADDOCK PARK DEVELOPMENT, INC.  
Ref. Number: G62915

We have received your document for PADDOCK PARK DEVELOPMENT, INC. and your check(s) totaling \$25.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The fee to file articles of merger or articles of share exchange is \$35 per party to the merger or share exchange. Certified copies are optional and are \$8.75 for the first 8 pages of the document, and \$1 for each additional page, not to exceed \$52.50.

There is a balance due of \$45.00.

We regret that we were unable to contact you by phone. Please return the corrected document with a letter providing us with a telephone number where you can be reached during working hours.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson  
Document Specialist

Letter Number: 103A00065257

FILED  
03 DEC 29 AM 9:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
MFM INVESTMENTS, INC.,  
a Florida Corporation,  
into  
PADDOCK PARK DEVELOPMENT, INC.,  
a Florida Corporation**

**ARTICLES OF MERGER between MFM INVESTMENTS, INC., a Florida corporation ("MFM") and PADDOCK PARK DEVELOPMENT, INC., a Florida corporation ("PPD").**

Under §607.1105 of the Florida Business Corporation Act (the "Act"), MFM and PPD adopt the following Articles of Merger.

1. The Agreement and Plan of Merger dated November 20, 2003, between MFM and PPD was approved and adopted by the Board of Directors and shareholders of PPD on November 20, 2003, and was adopted by the Board of Directors of MFM on November 20, 2003, because shareholder approval of the Plan of Merger is not required by the shareholders of MFM by §607.1103(7) of the Act.


2. Under the Plan of Merger, all issued and outstanding shares of the MFM's stock will be acquired by means of a merger of MFM into PPD, with PPD the surviving corporation ("Merger").

3. The Plan of Merger is attached as Exhibit A and incorporated by reference as if fully set forth.

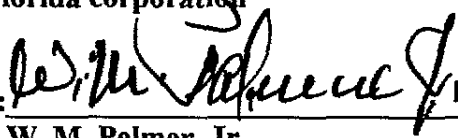
4. Under §607.1105(1) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands on the 20<sup>th</sup> day of November, 2003.

ATTEST:

  
Dorothy Glanzer, Secretary


MFIM INVESTMENTS, INC.  
a Florida corporation

By:   
W. M. Palmer, Jr.  
Chairman/ Chief Executive Officer

ATTEST:

  
Dorothy Glanzer, Secretary

PADDOCK PARK DEVELOPMENT,  
INC., a Florida corporation

By:   
W. M. Palmer, Jr.  
Chairman/Chief Executive Officer

# EXHIBIT A

## SHORT-FORM AGREEMENT AND PLAN OF MERGER OF MFM INVESTMENTS, INC., A FLORIDA CORPORATION INTO PADDOCK PARK DEVELOPMENT, INC., A FLORIDA CORPORATION

THIS AGREEMENT AND PLAN OF MERGER, dated November 26, 2003, by and between **PADDOCK PARK DEVELOPMENT, INC.**, a Florida corporation ("Parent"), and **MFM INVESTMENTS, INC.**, a Florida corporation ("Subsidiary") (collectively the "Constituent Corporations").

### WITNESSETH:

**WHEREAS**, Subsidiary desires to merge with and into Parent, with Parent being the surviving corporation (the "Merger"), on the terms, and subject to the conditions, set forth in this Plan of Merger (the "Plan"); and

**WHEREAS**, Parent owns 100% of the Subsidiary's outstanding Common Stock; and

**WHEREAS**, the Board of Directors of Parent has determined that it is advisable that the Subsidiary be merged into Parent, on the terms and conditions set forth, in accordance with §607.1104 of the Florida Business Corporation Act (the "Act").

**NOW, THEREFORE**, in consideration of the promises and of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

### ARTICLE I THE MERGER

1. The terms "Effective Date" shall mean the date on which the Articles of Merger are filed with the Secretary of State of Florida.

2. On the Effective Date, Subsidiary shall be merged with and into Parent. The separate existence of Subsidiary shall cease at the Effective Date and the existence of Parent shall continue unaffected and unimpaired by the Merger with all the rights, privileges, immunities, and franchises, of a public as well as of a private nature, and subject to all the duties and liabilities of corporations organized under the laws of the state of Florida.

3. The Plan of Merger has been approved by the Board of Directors of Parent in accordance with §607.1104 of the Act.

**ARTICLE II**  
**EFFECTS OF THE MERGER**

At the Effective Date, Parent shall possess all the rights, privileges, immunities, and franchises, of both a public and private nature, of Subsidiary, and shall be responsible and liable for all liabilities and obligations of Subsidiary, all as more particularly set forth in §607.1106 of the Act.

**ARTICLE III**  
**TERMS OF THE TRANSACTION**

Each share of Subsidiary Common Stock held by Parent shall, by virtue of the Merger and without any action on the part of Parent, be canceled simultaneously with the effectiveness of the Merger.

**ARTICLE IV**  
**DISSENTERS' RIGHTS**

There are no other shareholders of Subsidiary than Parent; therefore, no need for provision for dissenters' rights.

**ARTICLE V**  
**ASSIGNMENT**

If at any time Parent shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, or confirm or record in Parent the title to any property or rights of Subsidiary, or to otherwise carry out the provisions of this Plan, the proper officers and directors of Subsidiary as of the Effective Date shall execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to vest, perfect, confirm, or record the title to such property or rights in Parent.

**ARTICLE VI**  
**EXPENSES**

Parent shall pay all expenses of accomplishing the Merger.

**ARTICLE VII  
AMENDMENT**

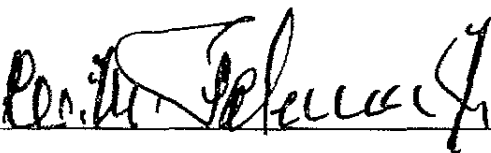
At any time before the filing with the Florida Secretary of State of the Articles of Merger to be filed in connection with this Plan, the Directors of Parent may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Date.

**ARTICLE VII  
TERMINATION**

If for any reason consummation of the Merger is inadvisable in the opinion of the Board of Directors of Parent, this Plan may be terminated at any time before the Effective Date by resolution of the Board of Directors of Parent. On termination as provided in this Plan, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of Parent or Subsidiary, or their Directors, officers, employees, agents or shareholder.

**IN WITNESS WHEREOF**, the parties have set their hands on this 30 day of NOVEMBER, 2003.

**PARENT**  
**PADDOCK PARK DEVELOPMENT, INC.,**  
a Florida corporation

By: 

**SUBSIDIARY**  
**TFM INVESTMENTS, INC.,**  
a Florida corporation

By: 