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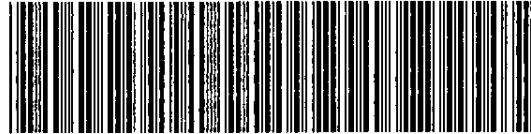
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MAR 31 2011

**EXAMINER**

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**FILED**

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
MTRC, LLC  
INTO  
PUBLIX TENNESSEE, LLC**

These **ARTICLES OF MERGER** (the "Articles") are made and entered into this 11<sup>th</sup> day of March, 2011, by and between **MTRC, LLC**, a Florida limited liability company (the "LLC"), and **PUBLIX TENNESSEE, LLC**, a Florida limited liability company (the "Company").

**WITNESSETH:**

WHEREAS, the Board of Managers of the Company and the sole Member of the LLC deem it advisable and in the best interests of the Company and the LLC, respectively, and their Members and sole Member, respectively, that the LLC be merged with and into the Company pursuant to 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 Company 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 Company pursuant to 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 608.4382, Florida Statutes. Pursuant to Chapter 608, Florida Statutes, at the Effective Time (as defined herein), the LLC shall be, and it hereby is, merged with and into said Company (the "Merger"), with the Company 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 TENNESSEE, LLC** (the "Company"), which is a Florida limited liability company, and **MTRC, LLC** (the "LLC"), which is a Florida limited liability company. The Company shall be the Surviving Entity in the Merger.

**ARTICLE II  
APPROVAL OF MERGER**

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

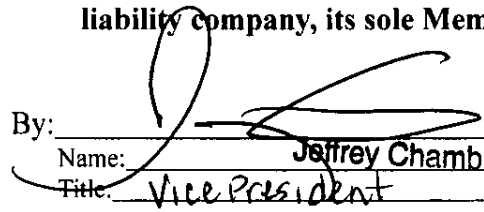
**ARTICLE III**  
**EFFECTIVE DATE**

These Articles and the 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").

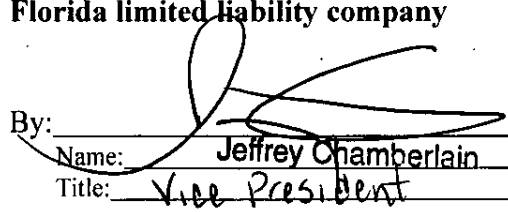
IN WITNESS WHEREOF, each of the parties has caused these Articles of Merger to be executed as of the day and year first above written.

**MTRC, LLC, 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 TENNESSEE, LLC, a**  
**Florida limited liability company**

By:   
Name: Jeffrey Chamberlain  
Title: Vice President

**AGREEMENT AND PLAN OF MERGER**

**BETWEEN**

**MTRC, LLC,**  
**a Florida limited liability company**

**AND**

**PUBLIX TENNESSEE, LLC,**  
**a Florida limited liability company**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated 8th March, 2011, is made and entered into by and between **MTRC, LLC**, a Florida limited liability company (the "LLC") and **PUBLIX TENNESSEE, LLC**, a Florida limited liability company (the "Company").

**RECITALS:**

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

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

**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 Company, whereupon the separate existence of the LLC shall cease and the Company shall be the surviving entity of the Merger. The Company shall cause to be filed Articles of Merger (the "Articles") duly executed by the Company 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").

**FILED**  
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**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

**1.3. Continuation.** The Company as the surviving entity shall continue its existence as a limited liability company under the laws of the State of Florida.

## **ARTICLE II**

### **ARTICLES OF ORGANIZATION**

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

## **ARTICLE III**

### **MANAGERS AND OFFICERS**

The managers and officers of the Company at the Effective Time shall be the managers 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 Operating Agreement of the Company and subsequent actions by the managers or officers of the Survivor.

## **ARTICLE IV**

### **EFFECT OF MERGER ON MEMBERSHIP INTERESTS IN THE LLC AND IN THE COMPANY**

**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 Membership Interests in the Company.** At the Effective Time, each membership interest in the Company outstanding immediately prior to the Merger shall be unaffected by the Merger and shall remain outstanding as a membership interest in the Company.

## **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 Managers of the Company and the sole Member of the LLC and executed and delivered by duly authorized officers of the Company 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  
MTRC, LLC – PUBLIX TENNESSEE, LLC

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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.

**MTRC, LLC, 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 TENNESSEE, LLC, a  
Florida limited liability company**

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