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To: Division of Corporations
Fax Number : (850) 617-6380

ATTN: CHERYL

Attached are the corrected Articles of Merger with the Agreement and Plan of Merger sent earlier today. Please file today (4/9/08).

From: Account Name : SMITH HULSEY & BUSEY
Account Number : 075030000653
Phone : (904) 359-7700
Fax Number : (904) 359-7712

Thanks

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

Wild Plum Plantation, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$105.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLES OF MERGER
of
SHADOWOOD OFFICES, INC.
(a Florida corporation)

WILD PLUM, INC.
(a Florida corporation)

with and into
WILD PLUM PLANTATION, INC.
(a Florida corporation)

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant Section 607.1101, Florida Statutes, Shadowood Offices, Inc., a Florida corporation ("Shadowood"), Wild Plum, Inc., a Florida corporation ("Wild Plum") and Wild Plum Plantation, Inc., a Florida corporation ("Plantation"), submit these Articles of Merger:

1. A copy of the Agreement and Plan of Merger (the "Plan") with respect to the merger of Shadowood and Wild Plum with and into Plantation is attached to these Articles of Merger as Exhibit "A" and is specifically incorporated herein by this reference.
2. The effective date of the merger shall be as of the date these Articles of Merger are filed by the Florida Secretary of State.
3. The Plan was approved by written consent of the shareholders of Shadowood on April 2, 2008, in accordance with the applicable provisions of Chapter 607, Florida Statutes.
4. The Plan was approved by written consent of the shareholders of Wild Plum on April 2, 2008, in accordance with the applicable provisions of Chapter 607, Florida Statutes.
5. The Plan was approved by written consent of the shareholders of Plantation on April 2, 2008, in accordance with the applicable provisions of Chapter 607, Florida Statutes.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed in their respective names this 2nd day of April, 2008.

SHADOWOOD OFFICES, INC.:


ELIZABETH K. JENNISON,
President

WILD PLUM, INC.:


ELIZABETH K. JENNISON,
President

**WILD PLUM PLANTATION,
INC.:**


ELIZABETH K. JENNISON,
President

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EXHIBIT A

**AGREEMENT AND PLAN OF MERGER
of**

SHADOWOOD OFFICES, INC.
(a Florida corporation)

WILD PLUM, INC.
(a Florida corporation)

with and into
WILD PLUM PLANTATION, INC.
(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into this 2nd day of April, 2008, by and between **SHADOWOOD OFFICES, INC.**, a Florida corporation ("Shadowood") and **WILD PLUM, INC.**, a Florida corporation ("Wild Plum") and **WILD PLUM PLANTATION, INC.**, a Florida corporation ("Plantation") (Shadowood and Wild Plum are hereinafter collectively referred to as the "Merged Corporations" and the Merged Corporations together with Plantation are hereinafter collectively referred to as the "Entities").

WITNESSETH:

WHEREAS, Shadowood is a corporation organized and existing under the laws of the State of Florida, with its principal office at 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216;

WHEREAS, Wild Plum is a corporation organized and existing under the laws of the State of Florida, with its principal office at 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216;

WHEREAS, Plantation is a corporation organized and existing under the laws of the State of Florida, with its principal office at 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216;

WHEREAS, ELIZABETH K. JENNISON, as Trustee of the THOMAS O. KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, and ELIZABETH K. JENNISON, individually, are the sole shareholders of Shadowood;

WHEREAS, ELIZABETH K. JENNISON, as Trustee of the THOMAS O. KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, and ELIZABETH K. JENNISON, individually, are the sole shareholders of Wild Plum;

WHEREAS, ELIZABETH K. JENNISON, as Trustee of the THOMAS O. KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, ELIZABETH K. JENNISON, as Trustee of the RUTH SUZANNA KENNARD REVOCABLE TRUST dated February 9, 1994, as amended, and ELIZABETH K. JENNISON, individually, are the sole shareholders of Plantation;

WHEREAS, the laws of the State of Florida permits a merger of a corporation with and into another corporation; and

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WHEREAS, the respective Board of Directors and the shareholders of each of the Entities have deemed it advisable to merge Shadowood and Wild Plum with and into Plantation (the "Merger"), and have approved the Merger on the terms and conditions hereinafter set forth in accordance with the laws of the State of Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and conditions hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the manner of carrying the same into effect, and such other details and provisions as are deemed desirable, the Entities have agreed and do hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I

On the Effective Date, as defined in Article IX below, the Merger shall become effective, at which time the separate existence of Shadowood and Wild Plum shall cease and Shadowood and Wild Plum shall be merged, pursuant to Section 607.1101, Florida Statutes, with and into Plantation, which shall continue its existence as a Florida corporation and be the corporation surviving the Merger (the "Surviving Corporation").

ARTICLE II

The Surviving Corporation shall be governed by the laws of the State of Florida. On the Effective Date, the Articles of Incorporation of Plantation as filed with the Secretary of State of the State of Florida shall be the Articles of Incorporation of the Surviving Corporation until further amended in the manner provided by law.

ARTICLE III

On the Effective Date, the President of the Surviving Corporation will be ELIZABETH K. JENNISON, 3225 Southside Blvd., Suite 2, Jacksonville, Florida 32216.

ARTICLE IV

The manner of carrying into effect the Merger shall be as follows:

1. On the Effective Date, the stock of Wild Plum shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto.
2. The shareholders of Wild Plum shall receive stock of Plantation in exchange for their interests in Wild Plum. The value of Wild Plum constitutes 13% of the combined value of the Entities and the shareholders of Wild Plum shall receive 13% of the stock of Plantation as follows:

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Voting Shares:

ELIZABETH K. JENNISON .13 Shares

Non-Voting Shares:

THOMAS O. KENNARD
REVOCABLE TRUST 12.87 Shares

- 3. On the Effective Date, the stock of Shadowood shall cease to be outstanding, be canceled and retired, and no payment shall be made nor other consideration paid with respect thereto.
- 4. The shareholders of Shadowood shall receive stock of Plantation in exchange for their interests in Shadowood. The value of Shadowood constitutes 38% of the combined value of the Entities and the shareholders of Shadowood shall receive 38% of the stock of Plantation as follows:

Voting Shares:

ELIZABETH K. JENNISON .38 Shares

Non-Voting Shares:

THOMAS O. KENNARD
REVOCABLE TRUST 37.62 Shares

- 5. The stock of Plantation shall remain issued and outstanding after the Effective Date. The value of Plantation constitutes 49% of the combined value of the Entities and the shareholders of Plantation shall receive 49% of the stock of Plantation as follows:

Voting Shares:

ELIZABETH K. JENNISON .49 Shares

Non-Voting Shares:

THOMAS O. KENNARD
REVOCABLE TRUST 24.255 Shares

RUTH SUZANNA KENNARD
REVOCABLE TRUST 24.255 Shares

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ARTICLE V

At such time as the Merger becomes effective, title to all of the assets of the Merged Corporations shall be vested in the Surviving Corporation without reversion or impairment and the Surviving Corporation shall thenceforth be responsible for all of the liabilities and obligations of the Merged Corporations. Any proceeding pending against the Merged Corporations may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

ARTICLE VI

Prior to and from and after the Effective Date, the Entities shall take all such action as shall be necessary or appropriate in order to effectuate the Merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said Surviving Corporation, according to the terms hereof, the title to any property or rights of the Merged Corporations, the last acting shareholders of the Merged Corporations, or the President of the Surviving Corporations, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

On the Effective Date (defined below), all of the assets, liabilities, reserves and accounts of the Entities shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of said Entities, subject to such adjustments or eliminations of inter-company items as may be appropriate giving effect to the Merger.

ARTICLE VIII

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by either of the Entities by appropriate resolution of any of the shareholders of the Entities at any time prior to the Effective Date (defined below) of the Merger.

ARTICLE IX

This Agreement and Articles of Merger incorporating the terms of this Agreement shall be filed and recorded in accordance with the laws of the State of Florida. The Merger shall become effective as of the date the Articles of Merger are filed by the Florida Secretary of State (the "Effective Date").

ARTICLE X

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

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IN WITNESS WHEREOF, Shadowood has caused this Agreement to be signed in its name by its duly authorized President as of the date first above written, Wild Plum has caused this Agreement to be signed in its name by its duly authorized President as of the date first above written and Plantation has caused this Agreement to be signed in its name by its duly authorized President as of the date first above written.

SHADOWOOD OFFICES, INC.:


ELIZABETH K. JENNISON, President

WILD PLUM, INC.:


ELIZABETH K. JENNISON, President

WILD PLUM PLANTATION, INC.:


ELIZABETH K. JENNISON, President

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