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Division of Corporations

NO. 3039 P. 1
Page 1 of 1

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MERGER OR SHARE EXCHANGE

LMC HAINES CITY, INC.

Certificate of Status	1
Certified Copy	1
Page Count	06
Estimated Charge	\$27.50

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DEC. 10. 2003 2:14PM HILL WARD HENDERSON

NO. 3089 P. 2

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**ARTICLES OF MERGER
OF
MAXCY PLAZA PARTNERS
INTO
LMC HAINES CITY, INC.**

Pursuant to the provisions of Sections 607.1105, Section 607.1108 and 621.8906, Florida Statutes, LMC Haines City, Inc., a Florida corporation ("LMC Haines City") and Maxcy Plaza Partners, a Florida general partnership ("Maxcy Plaza"), adopt the following Articles of Merger for the purpose of merging Maxcy Plaza with and into LMC Haines City (the "Merger"). Fifty percent (50%) of the outstanding partnership interests of Maxcy Plaza are held by the LMC Haines City and the remaining fifty percent (50%) of the outstanding partnership interests of Maxcy Plaza are held by LMC Citizen's Branch, Inc., a Florida corporation ("LMC Citizen's"). The Latt Maxcy Corporation, a Florida corporation, ("Latt Maxcy") holds all of the outstanding shares of capital stock of LMC Haines City and all of the outstanding shares of capital stock of LMC Citizen's.

FIRST: The plan of merger for the Merger (the "Plan of Merger"), pursuant to Sections 607.1108, 607.1109, 620.8906, Florida Statutes, is as set forth in these Articles of Merger, including Exhibit A hereto, which is incorporated herein and constitutes part of these Articles of Merger.

SECOND: The Merger shall be effective when these Articles of Merger are filed with the Florida Secretary of State (the "Effective Time"). At the Effective Time, by virtue of the Merger and without any action on the part of Maxcy Plaza, LMC Haines City, LMC Citizen's or Latt Maxcy, (i) Maxcy Plaza shall be merged with and into LMC Haines City, with LMC Haines City being the surviving entity of the Merger (the "Surviving Entity") and the separate existence of Maxcy Plaza shall cease and (ii) the partnership interest of Maxcy Plaza ("Maxcy Plaza Partnership Interests") outstanding at the Effective Time shall be automatically cancelled and retired and shall no longer be outstanding and all rights with respect to the Maxcy Plaza Partnership Interests shall cease to exist, and each holder of a Maxcy Plaza Partnership Interests shall cease to have any rights with respect thereto. The Merger shall have the effects set forth in Sections 607.11101 and 620.8906, Florida Statutes, and all property, rights, and privileges of each of Maxcy Plaza and LMC Haines City shall vest in the Surviving Entity and all debts, liabilities, and duties of each of Maxcy Plaza and LMC Haines City shall become the debts, liabilities, and duties of the Surviving Entity.

THIRD: The Plan of Merger was approved by Maxcy Plaza, LMC Haines City, LMC Citizen's and Latt Maxcy in accordance with applicable law.

FOURTH: The Merger is permitted under laws of the State of Florida and is not prohibited by the Partnership Agreement of Maxcy Plaza or the Articles of Incorporation or Bylaws of LMC Haines City, LMC Citizen's, and Latt Maxcy.

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NO. 3039 P. 3

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IN WITNESS WHEREOF, each of Maxcy Plaza, LMC Haines City, LMC Citizen's and Latt Maxcy have caused these Articles of Merger to be signed in their respective names and on their behalf by an authorized officer, as of this 10th day of December, 2003.

LATT MAXCY:

The Latt Maxcy Corporation,
a Florida corporation

By: 

P. T. Wilson, President

LMC HAINES CITY:

LMC Haines City, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

LMC CITIZEN'S:

LMC Citizen's Branch, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

MAXCY PLAZA:

Maxcy Plaza Partners,
a Florida general partnership

By: LMC Haines City, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

By: LMC Citizen's Branch, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

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EXHIBIT A**AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (this "**Agreement**") is dated as of December 10th, 2003, among The Latt Maxcy Corporation ("**Latt Maxcy**"), a Florida corporation, LMC Haines City, Inc., a Florida corporation ("**LMC Haines City**") Maxcy Plaza Partners, a Florida general partnership ("**Maxcy Plaza**"), and LMC Citizen's Branch, Inc., a Florida corporation ("**LMC Citizen's**").

BACKGROUND

Latt Maxcy owns one hundred percent (100%) of the capital stock of LMC Haines City and one hundred percent (100%) of the capital stock of LMC Citizen's. LMC Haines City and LMC Citizen's are the sole general partners of Maxcy Plaza. The purpose of the Merger (as defined below) is to merge Maxcy Plaza with and into LMC Haines City. The parties intend for the Merger to be disregarded for federal income tax purposes.

The parties agree as follows:

ARTICLE 1.**THE MERGER; EFFECTIVE TIME**

1.1 **The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Florida Statutes, at the Effective Time (as defined in Section 1.2), Maxcy Plaza shall be merged with and into LMC Haines City (the "**Merger**"). Following the Effective Time, the separate partnership existence of Maxcy Plaza shall cease and LMC Haines City shall continue as the surviving entity in the Merger (the "**Surviving Entity**") and shall succeed to and assume all of the rights and obligations of Maxcy Plaza in accordance with Florida law. The Merger shall have the effects specified in Sections 607.11101 and 620.8906, Florida Statutes.

1.2 **Effective Time.** LMC Haines City will cause Articles of Merger (the "**Articles of Merger**") to be executed as provided in applicable Florida Statutes and delivered to the Department of State of the State of Florida (the "**Department**"). The Merger shall be effective when the Articles of Merger are filed with the Department (the "**Effective Time**").

ARTICLE II.**NAME; MANAGER OF THE SURVIVING ENTITY;
EFFECT OF THE MERGER ON CAPITAL STOCK**

2.1 **Name of the Surviving Entity.** The name of the Surviving Entity shall be "**LMC Haines City, Inc.**"

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NO. 3089 P. 5

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2.2 Articles of Incorporation. The articles of incorporation of LMC Haines City in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation (the "Articles of Incorporation"), until duly amended as provided therein or by applicable law, and the following amendment thereto shall become effective as of the Effective Time.

2.3 Bylaws. The bylaws of the LMC Haines City in effect at the Effective Time shall be the bylaws of the Surviving Corporation (the "Bylaws"), until thereafter amended as provided therein or otherwise in accordance with applicable law.

2.4 Maxcy Plaza Partnership Interests Cancelled. At the Effective Time, as a result of the Merger and without any action on the part of Latt Maxcy, LMC Haines City, LMC Citizen's or Maxcy Plaza, each partnership interest of Maxcy Plaza ("Maxcy Plaza Partnership Interest") issued and outstanding immediately prior to the Effective Time shall be automatically cancelled and retired and shall no longer be outstanding and all rights with respect to the Maxcy Plaza Partnership Interest shall cease to exist, and each holder of any Maxcy Plaza Partnership Interest shall cease to have any rights with respect thereto. Following the Effective Time, there shall be no further registration of transfers on the transfer books of the Surviving Entity of the Maxcy Plaza Partnership Interest that were outstanding immediately prior to the Effective Time.

ARTICLE III. GENERAL PROVISIONS

3.1 Federal Tax Treatment of the Merger. Immediately before the Effective Time, each of LMC Haines City, LMC Citizen's and Maxcy Plaza is an entity disregarded as separate from its ultimate owner, Latt Maxcy, for federal income tax purposes. Immediately after the Effective Time, Latt Maxcy will continue to own one hundred percent (100%) of the capital stock of LMC Haines City and LMC Citizen's. Latt Maxcy does not intend to make an entity classification election under Treasury Regulation Section 301.7701-3(c) to treat either LMC Haines City or LMC Citizen's as an association taxable as a corporation. The parties intend for the Merger to be disregarded for federal income tax purposes because immediately before and after the Effective Time the assets of Maxcy Plaza, LMC Haines City and LMC Citizen's are held by Latt Maxcy for federal income tax purposes.

3.2 Governing Law. This Agreement shall be deemed to be made in and in all respect 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.

3.3 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

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DEC. 10, 2003 2:15PM HILL WARD HENDERSON

NO. 3089 P. 6

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affect the validity or enforceability of such provision, or the application thereof in any other jurisdiction.

3.4. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter of this Agreement and (b) is not intended to confer upon any person other than the parties any rights or remedies.

3.5. Further Assurances. The parties shall execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

3.6. 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.

[Signature Page Follows]

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NO. 3089 P. 7

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Signature Page to Agreement and Plan of Merger

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.

LATT MAXCY:

The Latt Maxcy Corporation,
a Florida corporation

By: 

P. T. Wilson, President

LMC HAINES CITY:

LMC Haines City, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

LMC CITIZEN'S:

LMC Citizen's Branch, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

MAXCY PLAZA:

Maxcy Plaza Partners,
a Florida general partnership

By: LMC Haines City, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

By: LMC Citizen's Branch, Inc.,
a Florida corporation

By: 

F. Hood Craddock, Vice President

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