

A06000001496

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

A06-1496

(Document Number)

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

Special Instructions to Filing Officer:

105.00

Office Use Only



300104005693

06/08/07--01034--030 \*\*77.50

07/02/07--01001--009 \*\*28.75

FILED  
07 JUL -3 PM 3:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MRC



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

June 11, 2007

JOSEPH C. KEMPE, P.A.  
ATTN: LOUISE M. FISHER  
941 NORTH HIGHWAY A1A  
JUPITER, FL 33477

SUBJECT: GEMMELL HOLDINGS LIMITED PARTNERSHIP  
Ref. Number: A06000001496

We have received your document for GEMMELL HOLDINGS LIMITED PARTNERSHIP and your check(s) totaling \$85.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The wrong form was completed. I am enclosing the proper forms and note the additional filing fee. DOS does not need the Exchange Agreement.

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) 245-6067.

Neysa Culligan  
Document Specialist

Letter Number: 807A00039349

KATHERINE A. BARSKI, P.A.<sup>4</sup>  
JOSEPH C. KEMPE, Esq.<sup>1,2,3</sup>  
DAVID C. TASSELL, P.A.  
CHARLES R. L. WHITE,  
CHARTERED<sup>5</sup>

<sup>1</sup>LL.M. IN TAX LAW  
<sup>2</sup>BOARD CERTIFIED IN TAX LAW  
<sup>3</sup>BOARD CERTIFIED IN WILLS,  
TRUSTS, AND ESTATES  
<sup>4</sup>ALSO ADMITTED IN D.C.  
<sup>5</sup>ALSO ADMITTED IN N.C. AND N.Y.

**TAX ACCOUNTANTS**  
ROMITA ASRANI CPA, CHRIS BOURDEAU CPA,  
CINDY LAFAY, MAUREEN LLOYD,  
PATRICK E. MANGAN CPA, DARLENE L. MICHNA,  
ALICE B. SALLMAN CPA

**LEGAL ASSISTANTS**  
LOUISE M. FISHER, ANITA ROBINSON,  
CINDY M. SCIARRINO, JANETTE A. SIMES,  
KIMBERLY V. TASSELL, CHRISTY L. WATERBURY,  
JEAN M. WOODARD

**ADMINISTRATION**  
MICHELE BEREDA, ESTHER GARNER,  
TAMI G. KEMPE, ANDREA MERGET,  
KAREN WALSH

**JOSEPH C. KEMPE**  
PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

941 NORTH HIGHWAY A1A  
JUPITER, FLORIDA 33477

TELEPHONE (561) 747-7300  
FAX (561) 747-7722

ROYAL PALM FINANCIAL CENTER II  
SUITE 200  
789 SOUTH FEDERAL HIGHWAY  
STUART, FLORIDA 34994  
TELEPHONE (772) 223-0700  
FAX (772) 223-0707

THE ATRIUM  
3055 CARDINAL DRIVE  
SUITE 101  
VERO BEACH, FLORIDA 32963  
TELEPHONE (772) 562-4022  
FAX (772) 234-1422

NATIONAL WATS LINE  
1-800-747-3113

WEBSITE  
WWW.JCKEMPE.COM

June 4, 2007

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Re: Gemmell Holdings Limited Partnership

To Whom it May Concern:

The enclosed Certificate of Merger and fees are hereby submitted for filing.  
Please return all correspondence concerning this matter to:

Joseph C. Kempe, P.A.  
941 North Highway A1A  
Jupiter, FL 33477  
Attn: Louise M. Fisher

Very truly yours,  
JOSEPH C. KEMPE, P.A.  
Attorneys and Counselors at Law

  
Katherine A. Barski, Esquire

KAB/lmf  
Enclosures

FILED  
07 JUL -3 PM 3: 56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**FIRST:** The exact name, form/entity type, and jurisdiction for each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Gemmell Holdings Limited Partnership	Nevada	Limited Partnership

**SECOND:** The exact name, form/entity type, and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>Gemmell Holdings Limited Partnership</u>	<u>Florida</u>	<u>Limited Partnership</u>
		A06-00000/496

**THIRD:** The date the merger is effective under the governing laws of the surviving party is: the date of filing.

**(NOTE: If survivor is a Florida limited partnership or limited liability limited partnership, effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State. If survivor is not a Florida limited partnership or limited liability limited partnership, effective date shall be as provided in survivor's governing statute.)**

**FOURTH:** The merger was approved by each party as required by its governing law.

**FIFTH:** If the surviving party is a foreign organization not qualified to transact business in this state, the street address and mailing address of an office which the Florida Department of State may use for the purposes of s. 620.2109(2), F.S., are as follows:

Street address:

---

---

---

Mailing address:

---

---

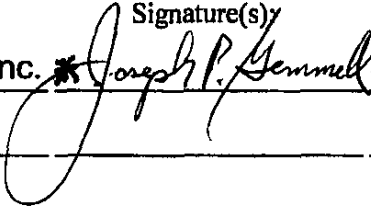
---

**SIXTH:** Other provisions, if any, relating to the merger:

See attached Exchange Agreement

**SEVENTH:** Signature(s) for Each Party:

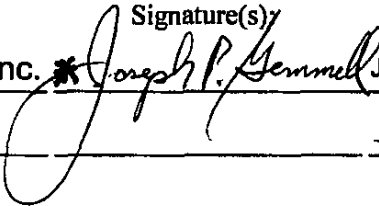
(Merger must be signed by all general partners of each partnership and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
Gemmell Management, Inc.		Joseph P. Gemmell, President

**Fees:** Filing Fees: \$25.00 Per Party  
Certified Copy: \$52.50 (Optional)  
Certificate of Status: \$8.75 (Optional)

**SEVENTH:** Signature(s) for Each Party:

(Merger must be signed by all general partners of each partnership and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s)	Typed or Printed Name of Individual:
Gemmell Management, Inc.		Joseph P. Gemmell, President
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Fees:** Filing Fees: \$25.00 Per Party  
Certified Copy: \$52.50 (Optional)  
Certificate of Status: \$8.75 (Optional)

## **EXCHANGE AGREEMENT**

This is a Plan and Agreement of Exchange ("Agreement") between Gemmell Management, Inc., a Nevada Corporation, and Gemmell Holdings Limited Partnership, a Nevada limited partnership (hereinafter "the Nevada entities"), and Gemmell Management, Inc. a Florida Corporation, and Gemmell Holdings Limited Partnership, a Florida limited partnership (hereinafter "the Florida entities").

### **ARTICLE 1. PLAN OF EXCHANGE**

#### Plan Adopted

1.01. A plan of exchange of the Nevada entities and the Florida entities, are adopted as follows:

(a) The Nevada entities, shall be cease to exist by exchange of their assets and units to the Florida entities, for the Florida entities' assumption of all liabilities and the issuance on new units in the Florida entities, pursuant to Article 4. The Nevada entities hereby sell, assign, transfer, convey and deliver to the Florida entities, all of their right, title and interest in and to all of their assets and partnership units.

(b) The name of the Surviving Corporation and Surviving Partnership shall be Gemmell Management, Inc., a Florida Corporation, and Gemmell Holdings Limited Partnership, a Florida limited partnership.

(c) When this agreement shall become effective, the separate existence of the Nevada entities, shall cease, and the Florida entities, shall succeed, without other required transfer, to all



the rights and property of the Nevada entities, and shall be subject to all the debts and liabilities of the Nevada entities, in the same manner as if the Florida entities, had themselves incurred them. All rights of creditors and all liens on the property of each constituent corporation and partnership shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Florida entities will carry on business with the assets of the Nevada entities.

(e) The shareholders and partners of the Nevada entities, will surrender all of their stock shares and units in the manner hereinafter set forth.

(f) In exchange for the stock shares and units of the Nevada entities, surrendered by their shareholders and partners, the Florida entities, will issue and transfer to these shareholders and partners, on the basis set forth in Article 4 below, stock shares and units of shareholder and partnership interests.

(g) This exchange is intended to effect the capitalization of the Florida entities, in a tax free manner pursuant to Internal Revenue Code ("Code") Section 721 and to effect the tax free dissolution of the Nevada entities, pursuant to Code Section 731.

#### Effective Date

1.02. The effective date of the exchange ("Effective Date") shall be December 31, 2006.

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF  
CONSTITUENT CORPORATIONS AND PARTNERSHIPS**

Nonsurvivor

2.01. As a material inducement to the Florida entities, to execute this Agreement and perform its obligations under this Agreement, the Nevada entities, represent and warrant as follows:

(a) Gemmell Management, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the power and authority to own property and carry on its business as it is now being conducted.

(b) Gemmell Holdings Limited Partnership, is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Nevada, with power and authority to own property and carry on its business as it is now being conducted.

Survivor

2.02. As a material inducement to the Nevada entities, to execute this Agreement and perform its obligations under this Agreement, the Florida entities, represents and warrants as follows:

(a) Gemmell Management, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with the power and authority to own property and carry on its business as it is now being conducted.

(b) Gemmell Holdings Limited Partnership is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted.

### **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

#### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the exchange, each of the constituent corporations and partnerships will carry on their business in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, and to maintain their relationships with suppliers and other business contacts.

#### **Submission to Shareholders and Partners**

3.02. This Agreement shall be submitted separately to the shareholders and general partners of the constituent corporations and partnerships in the manner provided by the laws of the State Nevada and the State of Florida for approval, and shall be consented to by the shareholders and limited partners.

## **ARTICLE 4. MANNER OF CONVERTING SHARES AND PARTNERSHIP UNITS**

### Manner

4.01. The shareholders and the holders of units of the Nevada entities, shall surrender their stock shares and units to the Florida entities, as of the Effective Date, in exchange for stock shares and units of the Florida entities, to which they are entitled under this Article 4.

## **ARTICLE 5. INTERPRETATION AND ENFORCEMENT**

### Further Assurances

5.01. The Nevada entities, agree that from time to time, as and when requested by the Florida entities, or by their successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Nevada entities, further agree to take or cause to be taken any further or other actions as the Florida entities, may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Florida entities, title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

### Notices

5.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of the Nevada entities, to: Joseph Gemmell, 3364 SE Fairway East, Stuart, Florida 34996, or to such other person or address as may from time to time be requested in writing.

(b) In the case of the Florida entities, to: Joseph Gemmell, 3364 SE Fairway East, Stuart, Florida 34996, or to such other person or address as may from time to time be requested in writing.

Entire Agreement; Counterparts

5.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

5.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

**For Gemmell Management, Inc:**

Gemmell Management, Inc., a Florida Corporation

By: Joseph P. Gemmell  
Joseph P. Gemmell, President

Attest

By: Diane Gemmell  
Diane Gemmell, Secretary

Gemmell Management, Inc., a Nevada Corporation

By: Joseph P. Gemmell  
Joseph P. Gemmell, President

Attest:

By: Diane Gemmell  
Diane Gemmell, Secretary

Janette Ammes  
Witness  
Lou M. Jile  
Witness

Janette Ammes  
Witness  
Lou M. Jile  
Witness

By the Consent of the Shareholders:

Joseph P. Gemmell  
Joseph P. Gemmell, Director  
Janette Ammes  
Witness  
Lou M. Jile  
Witness

Joseph N. Gemmell

Witness

Witness

Dennis P. Gemmell, Director

Witness

Witness

Diane Gemmell  
Diane Gemmell, Director  
Janette Ammes  
Witness  
Lou M. Jile  
Witness

Donald M. Gemmell  
Donald M. Gemmell, Director

Janette Ammes  
Witness  
Lou M. Jile  
Witness

Barbara DePalo, Director

Witness

Witness

Janette Simmes  
Witness  
Lou M. Jile  
Witness

Janette Simmes  
Witness  
Lou M. Jile  
Witness

By the Consent of the Shareholders:

Joseph P. Gemmell  
Joseph P. Gemmell, Director  
Janette Simmes  
Witness  
Lou M. Jile  
Witness

Diane Gemmell  
Diane Gemmell, Director  
Janette Simmes  
Witness  
Lou M. Jile  
Witness

Joseph N. Gemmell  
Joseph N. Gemmell  
Budget Gemmell  
Witness

Donald M. Gemmell  
Donald M. Gemmell, Director  
Janette Simmes  
Witness  
Lou M. Jile  
Witness

Hughan Gemmell  
Witness

Dennis P. Gemmell  
Dennis P. Gemmell, Director

Barbara DePalo  
Barbara DePalo, Director

Joseph N. Gemmell  
Witness  
Budget Gemmell  
Witness

Robt. DePalo  
Witness  
Joseph N. Gemmell  
Witness

**For Gemmell Holdings Limited Partnership:**

Gemmell Holdings Limited Partnership, a  
Florida limited partnership

By: Joseph P. Gemmell  
Gemmell Management, Inc.  
Its General Partner

Attest

By: Diane M. Gemmell  
Secretary

Gemmell Holdings Limited Partnership, a  
Nevada limited partnership

Joseph P. Gemmell  
Joseph P. Gemmell, General Partner

Diane M. Gemmell  
Diane M. Gemmell, General Partner

Janette Sines  
Witness  
L. M. Jr.  
Witness

Janette Sines  
Witness  
L. M. Jr.  
Witness

By the Consent of the Limited Partners:

Joseph P. Gemmell  
Joseph P. Gemmell  
Janette Sines  
Witness  
L. M. Jr.  
Witness

Joseph P. Gemmell  
Joseph P. Gemmell  
Janette Sines  
Witness  
L. M. Jr.  
Witness

Diane M. Gemmell  
Diane M. Gemmell  
Janette Sines  
Witness  
L. M. Jr.  
Witness

Diane M. Gemmell  
Diane M. Gemmell  
Janette Sines  
Witness  
L. M. Jr.  
Witness



Joseph N. Gemmell  
Joseph N. Gemmell, Limited Partner

Meghan Gemmell  
Witness

Bridget Gemmell  
Witness

Dennis P. Gemmell  
Dennis P. Gemmell, Limited Partner

Joseph N. Gemmell  
Witness

Bridget Gemmell  
Witness

Joseph N. Gemmell  
Joseph N. Gemmell, Limited Partner

Meghan Gemmell  
Witness

Bridget Gemmell  
Witness

Dennis P. Gemmell  
Dennis P. Gemmell, Limited Partner

Joseph N. Gemmell  
Witness

Bridget Gemmell  
Witness

Barbara DePalo  
Barbara DePalo, Limited Partner

Robert M. Gemmell  
Witness

Joseph N. Gemmell  
Witness

Donald M. Gemmell  
Donald M. Gemmell, Limited Partner

Janet Robinson  
Witness

Lawrence M. Gemmell  
Witness

Barbara DePalo  
Barbara DePalo, Limited Partner

Robert M. Gemmell  
Witness

Joseph N. Gemmell  
Witness

Donald M. Gemmell  
Donald M. Gemmell, Limited Partner

Janette Sires  
Witness

Lawrence M. Gemmell  
Witness

\_\_\_\_\_  
Joseph N. Gemmell, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dennis P. Gemmell, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Barbara DePalo, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Donald M. Gemmell, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Joseph N. Gemmell, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dennis P. Gemmell, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Barbara DePalo, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Donald M. Gemmell, Limited Partner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Robert DePalo  
Robert DePalo, Limited Partner  
Barbara DePalo  
Witness  
Joseph M. Hall  
Witness

Robert DePalo  
Robert DePalo, Limited Partner  
Barbara DePalo  
Witness  
Joseph M. Hall  
Witness

Bridget Gemmell  
Bridget Gemmell, Limited Partner  
Joseph M. Hall  
Witness  
Meghan Gemmell  
Witness

Bridget Gemmell  
Bridget Gemmell, Limited Partner  
Joseph M. Hall  
Witness  
Meghan Gemmell  
Witness

Joseph M. Hall for  
Christopher Gemmell, Limited Partner  
Bridget Gemmell  
Witness  
Meghan Gemmell  
Witness

Joseph M. Hall for  
Christopher Gemmell, Limited Partner  
Bridget Gemmell  
Witness  
Meghan Gemmell  
Witness

Joseph M. Hall for  
Colleen Gemmell, Limited Partner  
Bridget Gemmell  
Witness  
Meghan Gemmell  
Witness

Joseph M. Hall for  
Colleen Gemmell, Limited Partner  
Bridget Gemmell  
Witness  
Meghan Gemmell  
Witness

Meghan Gemmell  
Meghan Gemmell, Limited Partner

Budget Gemmell  
Witness

Joseph M. Gull  
Witness

Meghan Gemmell  
Meghan Gemmell, Limited Partner

Budget Gemmell  
Witness

Joseph M. Gull  
Witness

Barbara DePalo for Brandon DePalo  
Brandon DePalo, Limited Partner

Joseph M. Gull  
Witness

Joseph M. Gull  
Witness

Barbara DePalo for Brandon DePalo  
Brandon, DePalo, Limited Partner

Joseph M. Gull  
Witness

Joseph M. Gull  
Witness

Barbara DePalo for Justin DePalo  
Justin DePalo, Limited Partner

Joseph M. Gull  
Witness

Joseph M. Gull  
Witness

Barbara DePalo for Justin DePalo  
Justin DePalo, Limited Partner

Joseph M. Gull  
Witness

Joseph M. Gull  
Witness

Barbara DePalo for Bethany DePalo  
Bethany DePalo, Limited Partner

Joseph M. Gull  
Witness

Joseph M. Gull  
Witness

Barbara DePalo for Bethany DePalo  
Bethany DePalo, Limited Partner

Joseph M. Gull  
Witness

Joseph M. Gull  
Witness

FILED  
07 JUL -3 PM 3:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA