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L. SELLERS

JUN 18 2008

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EXAMINER**RECEIVED**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE
ARMATORIO GROUP LIMITED PARTNERSHIP

Certificate of Status	0
Certified Copy	0
Page Count	15
Estimated Charge	\$105.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**Certificate of Merger
For
Florida Limited Partnership or Limited Liability Limited Partnership**

The following Certificate of Merger is submitted in accordance with s. 620.2108, Florida Statutes.

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>
Armatorio Group Limited Partnership	Pennsylvania	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>
Armatorio Group Limited Partnership	Florida	Limited Partnership

THIRD: The date the merger is effective under the governing laws of the surviving party is: upon 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:

SEVENTH: Signature(s) for Each Party:

(Merger must be signed by all general partners of Florida limited partnerships or limited liability limited partnerships and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Armatorio Group Limited Partnership / FL Armatorio Group Limited Partnership / PA	<i>Gene G. Armatorio</i>	Gene G. Armatorio, Trustee of Gene G. Armatorio Trust
Armatorio Group Limited Partnership / FL Armatorio Group Limited Partnership / PA	<i>Karen L. Armatorio</i>	Karen L. Armatorio, Trustee of Karen L. Armatorio Trust

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

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 13th day of June, 2008, by and between ARMATORIO GROUP LIMITED PARTNERSHIP, a Pennsylvania limited partnership (hereinafter called "Pennsylvania LP"), and ARMATORIO GROUP LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter called "Florida LP", or "Surviving Limited Partnership"), which partnerships are hereafter sometimes referred to jointly as the "Constituent Limited Partnerships."

RECITALS:

A. All of the partners of Pennsylvania LP and Florida LP have resolved that Pennsylvania LP be merged with and into Florida LP, pursuant to the laws of the States of Pennsylvania and Florida as a single limited partnership existing under the laws of the State of Florida in a transaction qualifying as a continuation of a partnership within the meaning of Section 708 of the Internal Revenue Code.

B. The partnership interests of Pennsylvania LP are held as follows:

Partner	Partnership Interest
Gene G. Armatorio Trust	.50% general partner's interest
Karen L. Armatorio Trust	.50% general partner's interest
Gene G. Armatorio Trust	2.665% limited partner's interest
Karen L. Armatorio Trust	2.665% limited partner's interest
Gene G. Armatorio Grantor Trust	4.30% limited partner's interest

Karen L. Armatorio Grantor Trust	4.30% limited partner's interest
Andrew L. Armatorio Trust Dated July 28, 2007	51.29% limited partner's interest
Andrew L. Armatorio Trust	33.78% limited partner's interest
Total:	100%

C. The partnership interests of Florida LP are held as follows:

Partner	Partnership Interest
Gene G. Armatorio Trust	.50% general partner's interest
Karen L. Armatorio Trust	.50% general partner's interest
Gene G. Armatorio Trust	2.665% limited partner's interest
Karen L. Armatorio Trust	2.665% limited partner's interest
Gene G. Armatorio Grantor Trust	4.30% limited partner's interest
Karen L. Armatorio Grantor Trust	4.30% limited partner's interest
Andrew L. Armatorio Trust Dated July 28, 2007	51.29% limited partner's interest
Andrew L. Armatorio Trust	33.78% limited partner's interest
Total:	100%

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree as follows:

ARTICLE I

MERGER

In accordance with the provisions of the laws of the States of Pennsylvania and Florida, Pennsylvania LP shall be, at the "Effective Date" (as such term is hereinafter defined), merged ("Merger") into Florida LP, as a single limited partnership existing under the laws of the State of Florida, with Florida LP being the Surviving Limited Partnership, and the parties hereto adopt and agree to the agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect as provided herein.

ARTICLE II

PARTNERS' MEETINGS; FILINGS; EFFECTS OF MERGER

2.1 Pennsylvania LP Partners' Meeting. On or before the Effective Date, all of the partners, general and limited, of Pennsylvania LP shall agree to the Merger, and execute a unanimous written consent of the Merger and of adoption of this Agreement.

2.2 Florida LP Partners' Meeting. On or before the Effective Date, all of the partners, general and limited, of Florida LP shall agree to the Merger, and execute a unanimous written consent of the Merger and of adoption of this Agreement.

2.3 Filing of Certificate of Merger. If (a) this Agreement is adopted by the partners of Pennsylvania LP and Florida LP, and (b) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Certificates of Merger shall be filed and recorded in accordance with the laws of the States of Pennsylvania and Florida.

2.4 Effective Date. The Merger shall become effective as of June 13, 2008, which date is herein referred to as the "Effective Date."

2.6 Certain Effects of Merger. On the Effective Date, the separate existence of Pennsylvania LP shall cease, and Pennsylvania LP shall be merged into Florida LP which, as the

Surviving Limited Partnership, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Pennsylvania LP; and all the rights, privileges, powers, and franchises of Pennsylvania LP, and all property, real, personal, and mixed, and all debts due to Pennsylvania LP on whatever account, shall be vested in the Surviving Limited Partnership; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Limited Partnership as they were of Pennsylvania LP, and the title to any real estate vested by deed or otherwise, under the laws of Pennsylvania or any other jurisdiction, in Pennsylvania LP, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Pennsylvania LP shall be preserved unimpaired, and all debts, liabilities, and duties of Pennsylvania LP shall thenceforth attach to the Surviving Limited Partnership and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting general partners of Pennsylvania LP or the general partners of the Surviving Limited Partnership, may, in the name of Pennsylvania LP, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Limited Partnership may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Limited Partnership title to and possession of all Pennsylvania LP's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

ARTICLE III

NAME OF SURVIVING LIMITED PARTNERSHIP

The name of the Surviving Limited Partnership from and after the Effective Date shall be Armatorio Group Limited Partnership.

ARTICLE IV

CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of Florida LP as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Certificate of Limited Partnership of the Surviving Limited Partnership until changed or amended as provided by law.

ARTICLE V

PARTNERSHIP AGREEMENT

The Partnership Agreement of Florida LP as in effect on the date hereof shall, from and after the Effective Date be, and continue to be, the Partnership Agreement of the Surviving Limited Partnership until changed or amended as provided therein.

ARTICLE VI

STATUS AND CONVERSION OF PARTNERSHIP INTERESTS

The manner and basis of converting the partners' interests of Pennsylvania LP and Florida LP shall be as follows:

Each partner who is a partner of a Constituent Limited Partnership will have a percentage interest in the Surviving Limited Partnership in an amount proportionate to the value of his, her or its partnership interest immediately prior to the Merger. Upon the filing of the Certificate of Merger with the Pennsylvania Secretary of State and the Certificate of Merger with the Florida Department of Labor & Economic Growth, Bureau of Commercial Services, the Participating Percentages of the Surviving Limited Partnership will be owned as follows:

Partner	Partnership Interest
Gene G. Armatorio Trust	.50% general partner's interest
Karen L. Armatorio Trust	.50% general partner's interest

Gene G. Armatorio Trust	2.665% limited partner's interest
Karen L. Armatorio Trust	2.665% limited partner's interest
Gene G. Armatorio Grantor Trust	4.30% limited partner's interest
Karen L. Armatorio Grantor Trust	4.30% limited partner's interest
Andrew L. Armatorio Trust Dated July 28, 2007	51.29% limited partner's interest
Andrew L. Armatorio Trust	33.78% limited partner's interest
Total:	100%

ARTICLE VII

MISCELLANEOUS

7.1 Termination. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement by the partners of Pennsylvania LP or the partners of Florida LP, if the partners of Pennsylvania LP or of Florida LP duly adopt a resolution abandoning this Agreement of Merger.

7.2 Counterparts. This Agreement may be executed in multiple counterparts, but each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

ARMATORIO GROUP LIMITED
PARTNERSHIP, a Pennsylvania limited
partnership

By: GENE G. ARMATORIO TRUST,
General Partner

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

By: KAREN L. ARMATORIO TRUST,
General Partner

By: Karen Armatorio
Karen. Armatorio, Trustee

ARMATORIO GROUP LIMITED
PARTNERSHIP, a Florida limited partnership

By: GENE G. ARMATORIO TRUST,
General Partner

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

By: KAREN L. ARMATORIO TRUST,
General Partner

By: Karen Armatorio
Karen. Armatorio, Trustee

FILED
2008 JUN 17 AM 11:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

UNANIMOUS WRITTEN CONSENT
OF ALL OF THE PARTNERS OF
ARMATORIO GROUP LIMITED PARTNERSHIP

The undersigned, being all of the partners of ARMATORIO GROUP LIMITED PARTNERSHIP, a Pennsylvania limited partnership (the "Partnership"), hereby consent in writing to the following:

RESOLVED, that the Agreement and Plan of Merger by and between the Partnership and Armatorio Group Limited Partnership, a Florida limited partnership, a copy of which has been reviewed by the partners, be and hereby is ratified and approved.

FURTHER RESOLVED, that the General Partners of the Partnership be and hereby are authorized and directed to execute the Agreement and Plan of Merger, and to take such other actions as may be necessary to implement the foregoing resolution.

FURTHER RESOLVED, that the General Partners of the Partnership hereby are authorized and directed to cause to be prepared, executed and filed with the Pennsylvania Department of State and the Florida Department of State, the appropriate Certificates of Merger in order to effectuate the purposes of the Agreement and Plan of Merger.

Dated: June 13, 2008.

LIMITED PARTNERS:

GENE G. ARMATORIO TRUST

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

GENE G. ARMATORIO GRANTOR
TRUST

By: Karen L. Armatorio
Karen L. Armatorio, Trustee

KAREN L. ARMATORIO TRUST

By: Karen L. Armatorio
Karen L. Armatorio, Trustee

KAREN L. ARMATORIO GRANTOR
TRUST

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

ANDREW L. ARMATORIO TRUST

By: Andrew L. Armatorio
Andrew L. Armatorio, Trustee

ANDREW L. ARMATORIO TRUST
DATED JULY 28, 2007

By: Jeffrey L. Armatorio
Jeffrey Armatorio, Co-Trustee

By: Gerald L. Owens
Gerald L. Owens, Co-Trustee

GENERAL PARTNERS:

GENE G. ARMATORIO TRUST

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

KAREN L. ARMATORIO TRUST

By: Karen L. Armatorio
Karen L. Armatorio, Trustee

Being all of the partners of the Partnership

UNANIMOUS WRITTEN CONSENT
OF ALL OF THE PARTNERS OF
ARMATORIO GROUP LIMITED PARTNERSHIP

The undersigned, being all of the partners of ARMATORIO GROUP LIMITED PARTNERSHIP, a Florida limited partnership (the "Partnership"), hereby consent in writing to the following:

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Dated: June 13, 2008.

LIMITED PARTNERS:

GENE G. ARMATORIO TRUST

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

GENE G. ARMATORIO GRANTOR
TRUST

By: Karen L. Armatorio
Karen L. Armatorio, Trustee

KAREN L. ARMATORIO TRUST

By: Karen L. Armatorio
Karen L. Armatorio, Trustee

KAREN L. ARMATORIO GRANTOR
TRUST

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

ANDREW L. ARMATORIO TRUST

By: Andrew L. Armatorio
Andrew L. Armatorio, Trustee

ANDREW L. ARMATORIO TRUST
DATED JULY 28, 2007

By: Jeffrey M. Armatorio
Jeffrey Armatorio, Co-Trustee

By: Gerald L. Owens
Gerald L. Owens, Co-Trustee

GENERAL PARTNERS:

GENE G. ARMATORIO TRUST

By: Gene G. Armatorio
Gene G. Armatorio, Trustee

KAREN L. ARMATORIO TRUST

By: Karen L. Armatorio
Karen L. Armatorio, Trustee

Being all of the partners of the Partnership