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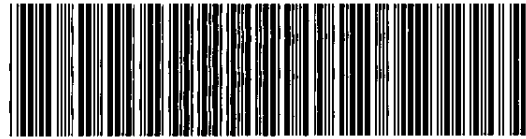
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**L. SELLERS**

DEC 22 2010

**EXAMINER**

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**FILED**  
10 DEC 20 PM 3:36  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** The Singer Family Venture Limited Partnership, LLLP  
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Keith B. Braun, Esq.

Contact Person

Comiter, Singer, Baseman & Braun, LLC

Firm/Company

3801 PGA Blvd., Suite 604

Address

Palm Beach Gardens, FL 33410

City, State and Zip Code

kbraun@comitersinger.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Lesia K. Dunbar

(Name of Contact Person)

at ( 561 )

626-2101

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$52.50

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

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

## CERTIFICATE OF MERGER

The following Certificate of Merger is being submitted in accordance with the Section 620.2108, Florida Statutes.

**FIRST:** The name, form/entity type and jurisdiction of the merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Singer Family Limited Partnership	Connecticut	Limited Partnership

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
The Singer Family Venture Limited Partnership, LLLP	Florida	Limited Liability Limited Partnership

**THIRD:** The merger shall become effective as of December 31, 2010.

**FOURTH:** A plan of merger was adopted by each entity that is a party to this merger as required by its governing law.

**FIFTH:** The manner and basis of converting interests, shares, obligations or other securities of the merging party into interests, shares, obligations or other securities of the surviving party shall be a 1:1 exchange with each 1% partnership interest of The Singer Family Limited Partnership, LLLP being converted into a 1% partnership interest of The Singer Family Venture Limited Partnership, LLLP.

Dated as of this 7<sup>th</sup> day of December, 2010.

**THE SINGER FAMILY LIMITED  
PARTNERSHIP**, a Connecticut Limited Partnership

By: Henry J. Singer  
Henry J. Singer, its sole General Partner

**THE SINGER FAMILY VENTURE LIMITED  
PARTNERSHIP, LLLP**, a Florida Limited Liability  
Limited Partnership

By: Henry J. Singer  
Henry J. Singer, its sole General Partner

FILED  
10 DEC 20 PM 3:  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, dated as of December 31, 2010 (the "Agreement"), is entered into between THE SINGER FAMILY VENTURE LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership ("SINGER FL"), and THE SINGER FAMILY LIMITED PARTNERSHIP, a Connecticut limited partnership ("SINGER CT").

A. The General Partners of SINGER FL and SINGER CT believe that it is in the best interests of SINGER FL and SINGER CT and their respective partners to merge SINGER CT with and into SINGER FL under and pursuant to the provisions of this Agreement, the Florida Revised Uniform Limited Partnership Act of 2005 as set forth in Chapter 620 of the Florida Statutes, as amended from time to time ("FRULPA"), and the Connecticut Uniform Limited Partnership Act as set forth in Chapter 610 of the Connecticut Statutes, as amended from time to time ("CTULPA").

B. For federal income tax purposes, it is intended that the merger qualify as a non-taxable contribution of property to a partnership in exchange for a partnership interest under Section 721 of the Internal Revenue Code of 1986, as amended.

## AGREEMENT

In consideration of the Recitals and of the mutual agreements contained in this Agreement, the parties hereto agree as set forth below.

1. MERGER. SINGER CT shall be merged with and into SINGER FL (the "Merger").

2. EFFECTIVE DATE. The Merger shall become effective as of Dec. 31, 2010 as set forth in the Certificate of Merger to be filed with the Secretary of State of Florida in accordance with FRULPA, and as set forth in the Certificate of Merger to be filed with the Secretary of State of Connecticut in accordance with CTULPA. The time of such effectiveness is hereinafter called the "Effective Date."

3. SURVIVING PARTNERSHIP. SINGER FL shall be the surviving limited partnership of the Merger and shall continue to be governed by the laws of the State of Florida. On the Effective Date, the separate existence of SINGER CT shall cease.

4. CERTIFICATE OF LIMITED PARTNERSHIP. On and after the Effective Date, the Certificate of Limited Partnership of SINGER FL, as in effect on the date hereof, shall continue to be the Certificate of Limited Partnership, unless and until it is thereafter duly altered, amended or repealed, as provided therein or by Florida law.

5. GENERAL PARTNER. The General Partner of SINGER CT immediately prior to the Effective Date shall be the General Partner of SINGER FL following the Effective Date.

6. CONVERSION OF INTERESTS. Upon the Effective Date, each ownership interest of SINGER CT and all rights in respect thereof shall be converted into an ownership interest of SINGER FL. The manner and basis of converting partnership interests of the merged party into partnership interests of the surviving entity shall be a 1:1 exchange with each 1% partnership interest of SINGER CT being converted to a 1% partnership interest of SINGER FL.

7. CONDITIONS TO CONSUMMATION OF THE MERGER. Consummation of the Merger is subject to the satisfaction prior to the Effective Date of the following conditions: (a) This Agreement and the Merger having been adopted and approved by the affirmative vote of the partners of SINGER FL as of the record date fixed for determining the partners of SINGER FL entitled to vote thereon; (b) this Agreement and the Merger having been adopted and approved by the affirmative vote of the partners of SINGER CT as of the record date fixed for determining the partners of SINGER CT entitled to vote thereon; and (c) SINGER FL and SINGER CT having received all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

8. TERMINATION. This Agreement may be terminated and abandoned by either or both of the parties hereto, subject to any contractual rights in the manner determined by the respective General Partner of SINGER FL and SINGER CT at any time prior to the Effective Date.

9. AMENDMENT. The respective General Partners of the parties hereto may amend this Agreement at any time prior to the Effective Date; provided that an amendment made subsequent to the approval of this Agreement by the partners of either of the parties hereto shall not: (a) change the amount or kind of interest, securities, cash, property or rights to be received in exchange for or on conversion of all or any of the interest of the parties hereto, (b) change any term of the Certificate of Limited Partnership of SINGER FL or the Limited Partnership Agreement of SINGER FL, or (c) change any other terms or conditions of this Agreement if such change would adversely affect the holders of any interest of either party hereto.

10. INSPECTION OF AGREEMENT. Executed copies of this Agreement will be on file at the principal place of business of SINGER FL at 2840 Ocean Drive, Apt. 901, Juno Beach, FL 33408. A copy of this Agreement shall be furnished by SINGER FL, on request and without cost, to any partner of either SINGER FL or SINGER CT.

11. GOVERNING LAW. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.

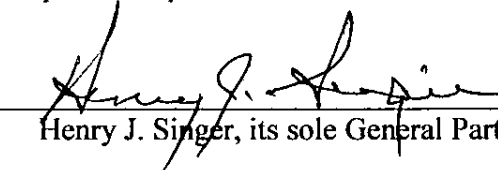
12. SERVICE OF PROCESS. On and after the Effective Date, SINGER CT agrees that it may be served with process in Florida in any proceeding for enforcement of any obligation of SINGER FL or SINGER CT arising from the Merger.

13. DESIGNATION OF FLORIDA SECRETARY OF STATE AS AGENT FOR SERVICE OF PROCESS. On and after the Effective Date, SINGER CT irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any suit or other proceeding to enforce the rights of any partner of SINGER FL or SINGER CT arising from the

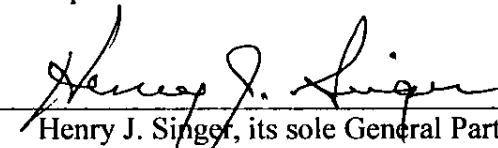
Merger. The Florida Secretary of State is requested to mail a copy of any such process to SINGER FL at 840 Ocean Drive, Apt. 901, Juno Beach, FL 33408, Attention: Henry J. Singer.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf by its General Partner, all as of the date first above written.

**THE SINGER FAMILY VENTURE LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership

By:   
Henry J. Singer, its sole General Partner

**THE SINGER FAMILY LIMITED PARTNERSHIP**, a Connecticut limited partnership

By:   
Henry J. Singer, its sole General Partner