

Florida Department of State  
Division of Corporations  
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To:

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

Michelle Narea-Popu

From:

Account Name : GREENSPOON MARDER, P.A.  
Account Number : 076064003722  
Phone : (888)491-1120  
Fax Number : (954)343-6962

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**MERGER OR SHARE EXCHANGE  
GERMANA, LP**

Certificate of Status	0
Certified Copy	1
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TALLAHASSEE, FLORIDA

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JUN - 2 2011

**EXAMINER**

# Fax Message

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**To:** 18506176380  
**Fax:** 18506176380  
**From:** Michelle Narea-Popu  
Greenspoon Marder, P.A.  
**Date:** 6/1/2011 11:59 AM  
**Pages:** 1 of 8 (including this page)  
**Subject:** GERMANA LP MERGER

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6/1/2011 11:59 AM

GM-PTL-FAX -> 850-617-6381 Greenspoon Marder, P.A.

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11 JUN -1 AM 10:04

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE OF MERGER  
FOR  
GERMANA, LP**

The undersigned General Partner(s), desiring to file and submit this Certificate of Merger of a limited partnership pursuant to the Florida Revised Uniform Limited Partnership Law, as set forth in Section 620.108 of the Florida Statutes, and hereby state the following:

1. GERMANA, LP, is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Florida, whose certificate of limited partnership was filed with the Florida Department of State on MAY 31, 2011, under Document No. A11000000412

2. GERMANA, LP, is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware (the "DE Partnership"), and is merging with and into GERMANA, LP, a Florida limited partnership, as the surviving limited partnership in accordance with and pursuant to a Plan and Agreement of Merger between the parties a copy which is attached hereto and made apart hereof as Exhibit "A".

3. The merger was authorized, approved and adopted by unanimous written consent by the General Partner(s) and Limited Partner(s) of the Partnership on April 15, 2011, in accordance with its governing law.

4. The merger was authorized, approved and adopted by unanimous written consent by the General Partner(s) and Limited Partner(s) of DE Partnership on April 15, 2011, in accordance with its governing law.

5. This Certificate of Merger shall be effective at the time of its filing with the Florida Department of State.

IN WITNESS WHEREOF, the undersigned authorized representative of each limited partnership executed this certificate of merger the 15 day of April, 2011.

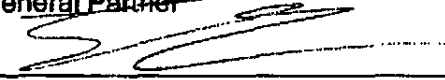
GERMANA, LP, a Florida limited partnership

By: SUKDOW, LLC, a Florida limited liability company  
its General Partner

By:   
Erica Ruble-Lucena, Manager

GERMANA, LP, a Delaware limited partnership

By: SUKDOW, LLC, a Delaware limited liability company  
its General Partner

By:   
Erica Ruble-Lucena, Manager

**PLAN AND AGREEMENT OF MERGER**  
**LIMITED PARTNERSHIPS**

THIS AGREEMENT is made and adopted as of the 15 day of April, 2011 ("Agreement"), by and between GERMANA, LP, PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as "Germana Delaware") and GERMANA, LP, a Florida limited partnership (hereinafter referred to as "Germana Florida").

**RECITALS**

WHEREAS, GERMANA, LP, is a Delaware is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware; and

WHEREAS, GERMANA, LP, is a Florida is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Florida; and

WHEREAS, the General Partner and Limited Partners of each respective limited partnership deem it desirable and in the best interests of their partnership that GERMANA Delaware be merged with and into GERMANA Florida, and that GERMANA Florida remain as the surviving limited partnership;

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the parties agree as follows:

1. **Merger.** The GERMANA Delaware shall be merged with and into the GERMANA Florida, and GERMANA Florida shall continue as the surviving limited partnership. GERMANA Florida shall become the owner, without other transfer, of all the assets, rights, titles, interests and properties of GERMANA Delaware and shall become subject to all the debts and liabilities of GERMANA Delaware in the same manner as if it had acquired and incurred them, respectively.

2. **Principal Office.** The principal office of the GERMANA Florida, as the surviving limited partnership will be 12560 N. Stonebrook Circle, Davie, Florida 33330, and shall remain so upon the merger.

3. **Objects and Purposes.** The nature of the current and intended business of the surviving limited partnership shall be any and all business as permitted under Florida law.

4. **Certificate of Limited Partnership.** The purposes and general partner of the surviving limited partnership shall be as appears in the Certificate of Limited Partnership (as amended, if applicable) of GERMANA Florida on file with the office of the Department of State of the State of Florida on the date of this Agreement and the registered agent and office shall be as appears on file with said Department of State. From and after the effective date of the merger hereunder, and until further amended,

altered or restated as provided by law, such Certificate of Limited Partnership, as amended, separate and apart from this Agreement, shall be, and may be separately certified as, the Certificate of Limited Partnership of the surviving limited partnership.

5. Limited Partnership Agreement. GERMANA Florida adopted an Amended and Restated Limited Partnership of Germana, LP ("Limited Partnership Agreement"), and GERMANA Delaware, shall adopt and adhere to it as their own Limited Partnership Agreement, superseding any previous limited partnership agreement; and it shall remain as the Limited Partnership Agreement of the surviving limited partnership, except as same may be hereinafter modified by GERMANA Florida following the merger and shall not be altered, amended, nor repealed by reason of such merger.

6. Names and Addresses of limited partners. The names and addresses of the limited partners of the surviving limited partnership upon the effective date of the merger shall be as currently set forth in the Limited Partnership Agreement and/or records of the surviving partnership as maintained in the corporate minute book of GERMANA Florida.

7. Effective Date. The merger shall become effective upon filing the Certificate of Merger with the Florida Department of State.

8. Abandonment of Merger. Notwithstanding anything to the contrary, prior to the effective date, the General Partner of the constituent limited partnership may rescind this Agreement (and thereby abandon the merger) by mutual consent, and thereupon this Agreement shall be void and of no effect.

9. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by mutual consent of the respective General Partner of the constituent limited partnership any time prior to the effective date of the merger contemplated herein.

10. Waiver. No waiver is valid unless in writing and issued by the waiving party, and no waiver shall be construed as a waiver of any other or subsequent breach.

11. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida and the sole venue for any action or proceeding shall be any court having competent jurisdiction in Broward County, Florida.

12. Assignment. Neither this Agreement or any of the rights, interests or obligations hereunder shall be assigned or delegated by any party hereto without the prior written consent of the other party hereto and this Agreement and all the provisions herein shall be binding upon and for the benefit of the parties hereto and their respective permitted successors, assigns and/or delegates.

13. Integration and Captions. This Agreement includes the entire understanding of the parties with respect to the subject matter hereof. This Agreement

is an integration of any and all prior agreements and representations with respect to the subject hereof. The captions herein are for convenience and shall not control the interpretation of this Agreement.

14. Authorization, Conflicts, and Execution. Each party represents to the other that this Agreement is a binding obligation of the party and shall not conflict with any other agreement between such party and any other person.

15. Severability. If any provision of this Agreement is deemed by any court of competent jurisdiction unenforceable, the remainder of this Agreement, or the application of such provision in any other circumstance, shall not be effected thereby.

16. Ambiguities. The normal rule of construction to the effect that ambiguities in any agreement are construed against the drafting party shall not apply to this Agreement.



17. Cooperation. Each party shall provide such reasonable cooperation and execute such reasonable documents as shall be reasonably requested by the other party hereto to perform this Agreement.

18. Gender. Wherever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine or neuter gender; all singular words shall include the plural and all plurals shall include the singular.



19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

24874-0001-2177951 v1

GERMANA, LP, a Delaware limited partnership  
BY: SUKDOW, LLC, a Delaware limited  
liability company, its General Partner

By:   
Erica Ruble-Lucena, Manager

GERMANA, LP, a Florida limited partnership  
BY: SUKDOW, LLC, a Florida limited  
liability company, its General Partner

By:   
Erica Ruble-Lucena, Manager