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JUN 15 2011

EXAMINER

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 JUN 13 AM 12:07

FILED

**CERTIFICATE OF MERGER
OF
LORENTE INVESTMENTS AND PERSONAL PROPERTY
FAMILY LIMITED PARTNERSHIP,
AN INDIANA LIMITED PARTNERSHIP,
INTO
LORENTE INVESTMENTS AND PERSONAL PROPERTY II
FAMILY LIMITED PARTNERSHIP,
A FLORIDA LIMITED PARTNERSHIP**

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CERTIFICATE OF MERGER between **Lorente Investments and Personal Property Family Limited Partnership**, an Indiana limited partnership, (hereinafter, "LIPP") and **Lorente Investments and Personal Property II Family Limited Partnership**, a Florida limited partnership, (hereinafter, "LIPP II").

Pursuant to §620.2108, Florida Revised Uniform Limited Partnership Act of 2005 (the "Florida Act") and §23-16-3-12 of the Indiana Uniform Partnership Act (the "Indiana Act"), LIPP II and LIPP adopt the following Certificate of Merger.

ARTICLE I

The Agreement and Plan of Merger dated May 25, 2011, (the "Plan of Merger") between LIPP and LIPP II, was approved and adopted by the sole General Partner and all Limited Partners of LIPP, on May 25, 2011, and was approved and adopted by the sole General Partner and all Limited Partners of LIPP II, on May 25, 2011.

ARTICLE II

Pursuant to the Plan of Merger, the separate existence of LIPP (the "Disappearing Limited Partnership") shall cease and LIPP II shall continue in existence as the Surviving Limited Partnership governed by the Florida Act.

ARTICLE III

The Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth.

ARTICLE IV

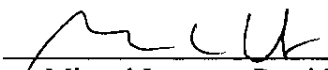
The effective date of the Merger shall be the date of filing of this Certificate of Merger with the Florida Department of State.

FILED
2011 JUN 13 AM 10:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the parties have set their hands this 25th day of May, 2011.

LORENTE INVESTMENTS AND
PERSONAL PROPERTY II
FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

By: Lorente Management Corporation,
as General Partner

By: 
Miguel Lorente, President

LORENTE INVESTMENTS AND
PERSONAL PROPERTY
FAMILY LIMITED PARTNERSHIP
an Indiana limited partnership

By: Lorente Management Corporation,
as General Partner

By: 
Miguel Lorente, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

2011 JUN 13 AM 07

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER
OF
LORENTE INVESTMENTS AND PERSONAL PROPERTY
FAMILY LIMITED PARTNERSHIP,
AN INDIANA LIMITED PARTNERSHIP,
INTO
LORENTE INVESTMENTS AND PERSONAL PROPERTY II
FAMILY LIMITED PARTNERSHIP,
A FLORIDA LIMITED PARTNERSHIP

THIS AGREEMENT AND PLAN OF MERGER is made this 25th day of May, 2011, by and between **Lorente Investments and Personal Property II Family Limited Partnership**, a Florida limited partnership, (the "Surviving Limited Partnership") and **Lorente Investments and Personal Property Family Limited Partnership**, an Indiana limited partnership, (the "Disappearing Limited Partnership") (collectively the "Limited Partnerships").

WITNESSETH:

WHEREAS, the sole General Partner and all of the Limited Partners of the Disappearing Limited Partnership have determined that it is advisable that the Disappearing Limited Partnership be merged into the Surviving Limited Partnership (the "Merger") upon the terms, and subject to the conditions set forth in this Plan of Merger (the "Plan");

WHEREAS, the sole General Partner and all of the Limited Partners of the Surviving Limited Partnership have determined that it is advisable that the Disappearing Limited Partnership be merged into the Surviving Limited Partnership, on the terms and conditions herein set forth; and

WHEREAS, this Merger is being effected pursuant to this Plan and in accordance with Section 620.2106, *et seq.* of the Florida Revised Uniform Limited Partnership Act of 2005 (the "Florida Act") and Section 23-16-3-12 of the Indiana Uniform Partnership Act (the "Indiana Act").

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

1. **Certificate of Limited Partnership of the Surviving Limited Partnership.** The Certificate of Limited Partnership of the Surviving Limited Partnership, in effect immediately prior to the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Certificate of Limited Partnership of the Surviving Limited Partnership from and after the Effective Date until further amended as permitted by law.
2. **Agreement of Limited Partnership.** The Agreement of Limited Partnership of the Surviving Limited Partnership in effect immediately prior to the Effective Date shall, without any

changes, be the Agreement of Limited Partnership of the Surviving Limited Partnership from and after the Effective Date until further amended as permitted by law.

3. **Partners of the Surviving Limited Partnership.** The sole General Partner and all of the Limited Partners of the Surviving Limited Partnership immediately prior to the Effective Date shall remain the sole Limited Partner and all of the Limited Partners of the Surviving Limited Partnership, each of them subject to the Agreement of Limited Partnership and to the laws of the State of Florida, and shall remain in such positions from the Effective Date until terminated or as otherwise provided in the Agreement of Limited Partnership.

4. **Conversion of Ownership Interests.** At the Effective Date, by virtue of the Merger and without any action on the part of the Limited Partnerships or the holder of any ownership interests of the Limited Partnerships, the following will occur:

(a) Any and all Partnership Interests or rights to acquire any Partnership Interests of the Disappearing Limited Partnership outstanding immediately prior to the Effective Date shall automatically be changed and converted into Partnership Interests in the Surviving Limited Partnership with the same Partnership Percentages by virtue of the Merger and without any action on the part of the holder thereof.

(b) All Partnership Interests of the Surviving Limited Partnership outstanding immediately prior to the Effective Date shall remain outstanding after the Merger as Partnership Interests of the Surviving Limited Partnership, without effect by the Merger.

5. **Name and Business Address of General Partner of the Surviving Limited Partnership.** The name of the General Partner of the Surviving Limited Partnership is Lorente Management Corporation, an Indiana corporation qualified to transact business in the State of Florida. The business address of the General Partner is 2627 Vining Street, West Melbourne, Florida 32904.

6. **Effect of Merger.**

(a) On the Effective Date, the separate existence of the Disappearing Limited Partnership shall cease, and the Surviving Limited Partnership shall be fully vested in the Disappearing Limited Partnership's rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth hereinbelow and in the Florida Act and the Indiana Act.

(b) All rights, title and interest to all real and other property owned by the Disappearing Limited Partnership shall be allocated to and vested in the Surviving Limited Partnership, without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or encumbrances thereon.

(c) All liabilities and obligations of the Disappearing Limited Partnership shall be allocated to the Surviving Limited Partnership, which shall thereafter be the primary obligor therefor.

7. **Supplemental Action.** If at any time after the Effective Date the Surviving Limited Partnership shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate authorized representatives of the Surviving Limited Partnership or the Disappearing Limited Partnership, as the case may be, whether past or remaining in office, shall execute and deliver, upon the request of the Surviving Limited Partnership, any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Limited Partnership, or to otherwise carry out the provisions of this Plan.

8. **Filing with the Florida and Indiana Departments of State and Effective Date.** Upon execution of this Plan, the Disappearing Limited Partnership and the Surviving Limited Partnership shall cause their respective General Partners to execute a Certificate of Merger in the form attached hereto, and upon such execution this Plan shall be deemed incorporated by reference into the Certificate of Merger as if fully set forth therein and shall become an exhibit to such Certificate of Merger. Thereupon, such Certificate of Merger shall be delivered for filing by the Surviving Limited Partnership to the Florida Department of State. In accordance with Section 620.2108 of the Florida Act, the Certificate of Merger shall specify the "Effective Date," which shall be the date of filing of the Certificate of Merger with the Florida Department of State.

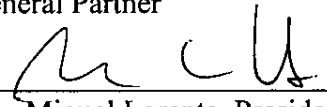
Upon execution of this Plan, the Disappearing Limited Partnership shall cause its General Partner to execute a Certificate of Cancellation of Certificate of Limited Partnership. Thereupon, such Certificate of Cancellation, along with a certificate concerning service of process in Indiana, shall be delivered for filing by the Surviving Limited Partnership to the Indiana Secretary of State. The "Effective Date" of the Certificate of Cancellation shall be the date of filing of the Certificate of Merger with the Florida Department of State.

9. **Termination.** At any time before the Effective Date this Plan may be terminated and the Merger abandoned by mutual consent of the General Partners of the Limited Partnerships, notwithstanding favorable action by the Limited Partners of the respective Limited Partnerships.

IN WITNESS WHEREOF, the parties have set their hands this 25th day of May, 2011.

LORENTE INVESTMENTS AND
PERSONAL PROPERTY II
FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

By: Lorente Management Corporation,
as General Partner

By: 
Miguel Lorente, President

LORENTE INVESTMENTS AND
PERSONAL PROPERTY
FAMILY LIMITED PARTNERSHIP
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By: Lorente Management Corporation,
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