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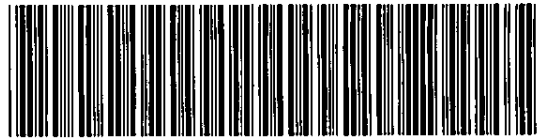
(Business Entity Name)

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Munger CC
@ 4.25.14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Winchester Laboratories, 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:

John D. Gutzke, Esq.

Contact Person

ROLEWICK & GUTZKE, P.C.

Firm/Company

1776 S. Naperville Rd., Suite 104A

Address

Wheaton, IL 60189

City, State and Zip Code

rg@rglawfirm.com

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

For further information concerning this matter, please call:

John D. Gutzke, Esq.

(Name of Contact Person)

at (630) 653-1577

(Area Code and Daytime Telephone Number)



Certified copy (optional) \$52.50

STREET ADDRESS:

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

MAILING ADDRESS:

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

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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>
Winchester Laboratories, LLC	DE	LLC
Winchester Laboratories, LLLP	FL	LLLP
_____	_____	_____
_____	_____	_____

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>
Winchester Laboratories, LLLP	FL	LLLP

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

(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:



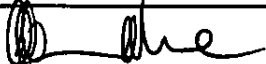

Mailing address:

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

SEE ATTACHED: PLAN OF 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:
Winchester Laboratories, LLC		Howard Rose, Manager
		Annette Rose, Manager
Winchester Laboratories, LLLP		Howard Rose, General Partner
		Annette Rose, General Partner

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

**PLAN OF MERGER OF
WINCHESTER LABORATORIES, LLLP AND
WINCHESTER LABORATORIES, LLC**

This Plan of Merger is made the 6th day of April, 2014 by and between Winchester Laboratories, LLLP, a Florida Limited Liability Limited Partnership located at 1177 W. Blue Heron Boulevard, Suite B-106, Riviera Beach, Florida 33404 ("New Winchester Labs"), and Winchester Laboratories, LLC, a Delaware Limited Liability Company located at 1177 W. Blue Heron Boulevard, Suite B-106, Riviera Beach, Florida 33404 ("Old Winchester Labs").

RECITALS

WHEREAS, New Winchester Labs is a limited liability limited partnership duly organized and existing under the laws of the State of Florida, and its Certificate of Limited Partnership was filed with the Secretary of State of the State of Florida on February 4, 2014;

WHEREAS, Old Winchester Labs is a limited liability company duly organized and existing under the laws of the State of Delaware, and its Articles of Organization were filed with the Secretary of State of the State of Delaware on March 9, 1999;

WHEREAS, the General Partners of New Winchester Labs and the Managers of Old Winchester Labs have each adopted this Plan and said General Partners and Managers have determined that it is desirable and to the benefit and welfare of each entity and its members and partners that Old Winchester Labs be merged with and into New Winchester Labs under and pursuant to the provisions of the Florida Revised Uniform Limited Partnership Act of 2005;

WHEREAS, the General Partners of New Winchester Labs and the Managers of Old Winchester Labs have each approved such merger on and subject to the terms and conditions set forth herein; and

WHEREAS, it is intended that, for federal income tax purposes, no gain or loss shall be recognized by the members of Old Winchester Labs or the partners of New Winchester Labs, pursuant to Sections 721 and 731 of the Internal Revenue Code.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual agreements and benefits set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, New Winchester Labs and Old Winchester Labs agree as follows:

ARTICLE I THE MERGER

Upon the filing of a Certificate of Merger by the Secretary of State of the State of Florida (the "Effective Time"), Old Winchester Labs shall be merged with and into New Winchester Labs (the "Merger") in accordance with the terms and conditions of this Plan and the Florida Revised Uniform Limited Partnership Act of 2005, whereupon:

- (A) The separate existence of Old Winchester Labs shall cease;
- (B) Old Winchester Labs and New Winchester Labs shall be a single limited liability limited partnership which shall be New Winchester Labs as the surviving entity, existing under and governed by the Florida Revised Uniform Limited Partnership Act of 2005;
- (C) New Winchester Labs shall thereafter possess all of the property, rights, privileges, and immunities of both New Winchester Labs and Old Winchester Labs. All real, personal and mixed property, all debts due on whatever account, including subscriptions to shares, all other choses in action, all intangible property, including but not limited to trademarks, patents, and other intellectual property, and all and every other interest of or belonging to or due to New Winchester Labs and Old Winchester Labs shall be taken and deemed to be transferred to and vested in New Winchester Labs without further act or deed. Title to any real estate or any interest therein vested in either New Winchester Labs or Old Winchester Labs, including any leaseholds, shall be the property of New Winchester Labs by reason of the Merger;
- (D) New Winchester Labs shall thereafter be responsible for all the liabilities and obligations of New Winchester Labs and Old Winchester Labs. Any existing claim, action or proceeding pending by or against either New Winchester Labs or Old Winchester Labs may be prosecuted to judgment as if the merger had not taken place, and New Winchester Labs may be substituted in the place of Old Winchester Labs. Neither the rights of creditors nor any liens upon the property of either New Winchester Labs or Old Winchester Labs shall be impaired by the Merger;
- (E) The Certificate of Limited Partnership of New Winchester Labs then in effect shall be and constitute the Certificate of Limited Partnership of the surviving entity until amended in accordance with Florida law;
- (F) The Limited Partnership Agreement of New Winchester Labs then in effect shall be and constitute the Limited Partnership Agreement of the surviving entity until amended, changed or repealed in accordance with Florida law; and

- (G) The General Partners and officers of New Winchester Labs then in office shall be and constitute the General Partners and officers of the surviving entity until their respective successors shall have been elected and have qualified or until their earlier resignation, removal or replacement.

ARTICLE II CONVERSION OF MEMBERSHIP INTERESTS

Each percentage of membership interest in Old Winchester Labs issued and outstanding at the Effective Time shall be changed and converted into a like percentage of partnership interests in New Winchester Labs.

ARTICLE III MEMBER AND PARTNER APPROVAL; ARTICLES OF MERGER; EFFECTIVE DATE

New Winchester Labs represents and warrants that this Plan and New Winchester Labs's consummation of the Merger described herein have been duly authorized and approved by the General Partners of New Winchester Labs in accordance with Florida law.

Old Winchester Labs represents and warrants that this Plan and Old Winchester Labs's consummation of the Merger described herein have been duly authorized and approved by the Managers of Old Winchester Labs in accordance with Delaware law.

Concurrently with the execution of this Plan, New Winchester Labs and Old Winchester Labs shall execute a Certificate of Merger utilizing the standard form of the Secretary of State of the State of Florida (which standard form is attached hereto as Exhibit A). As soon as practicable, New Winchester Labs and Old Winchester Labs will file such Certificate of Merger with the Secretary of State of the State of Florida in accordance with applicable laws.

ARTICLE IV FURTHER ASSURANCES

If at any time New Winchester Labs shall require further assignments or assurances in law or any other agreements which are necessary or desirable to vest, perfect or confirm in New Winchester Labs the title to any property or right of Old Winchester Labs, the Managers of Old Winchester Labs in office immediately prior to the Effective Time shall execute and deliver all such proper deeds, assignments, and assurances in law and do all things necessary and proper to vest, perfect or confirm title to such property or right of Old Winchester Labs in New Winchester Labs and otherwise carry out the provisions of this Plan. In their absence, the incumbent General Partners of New Winchester Labs are authorized in the name of Old Winchester Labs to take any and all such action and execute such assignments.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

No modification, waiver, or consent pursuant to any provision of this Plan of Merger shall be effective unless it is in writing and signed by New Winchester Labs and Old Winchester Labs. Furthermore, this Plan of Merger cannot be modified after the Certificate of Merger is filed with the Secretary of State of the State of Florida. Even if such action is in writing and consummated prior to the filing of the Certificate of Merger, its effect shall be strictly limited to the terms, situation, and purpose stated therein and, accordingly, any action shall not serve as an automatic entitlement to such action in the same or similar future circumstances.

This Plan of Merger shall be construed and performed in accordance with, and governed by the laws of the State of Florida. Wherever possible, each provision of this Plan of Merger shall be interpreted so that it will be legally effective and enforceable. If the applicable law prohibits or invalidates any provision of this Plan of Merger, such provision shall be rendered ineffective and severable from the remainder of the Plan of Merger without affecting or impairing such remainder's validity. All references to the plural shall include the singular, all references to the singular shall include the plural, and all pronouns shall include any other appropriate pronoun wherever the text and the context so require. Captions to the respective Articles of this Plan of Merger are solely for convenience of reference and shall have no interpretive or constructive value.

This Plan of Merger shall be binding upon and inure to the benefit of the partners, members, managers, representatives, successors, assigns, parent companies, subsidiaries, and administrators of New Winchester Labs and Old Winchester Labs.

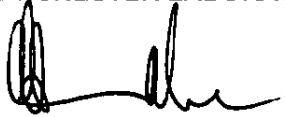
Unless otherwise expressly provided by this Plan of Merger, the delay or the failure of any party to exercise any right under this Plan of Merger shall not affect said party's rights, nor shall it constitute an assent to a subsequent breach.

The Exhibits hereto and the Recitals hereinabove are incorporated into this Plan of Merger by reference, and any reference to this Plan of Merger shall be deemed to include such Exhibits and Recitals. This Plan of Merger sets forth the entire understanding of the parties regarding the subject matter which it addresses. This Plan of Merger further supersedes all prior agreements and understandings between the parties.

The parties may execute this Plan of Merger in two or more counterparts, and each such counterpart shall be deemed an original.

IN WITNESS WHEREOF, Winchester Laboratories, LLLP and Winchester Laboratories, LLC, through their duly authorized General Partners and Managers, have executed and delivered this Plan on April 6, 2014.

WINCHESTER LABORATORIES, LLLP

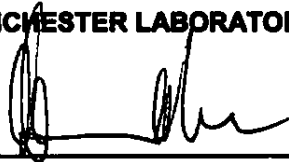


Howard Rose, General Partner



Annette Rose, General Partner

WINCHESTER LABORATORIES, LLC



Howard Rose, Manager



Annette Rose, Manager