

MAY 03 2015

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 5/7/15

NAME: PAWLOWSKI FAMILY LIMITED PARTNERSHIP

TYPE OF FILING: MERGER

COST: 105.00

RETURN: PLAIN COPY PLEASE

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL MUDGE



**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>
Pawlowski Family Limited Partnership	Florida	Limited Partnership
Pawlowski Family Limited Partnership	Illinois	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>
Pawlowski Family Limited Partnership	Florida	Limited Partnership

THIRD: The date the merger is effective under the governing laws of the surviving party is: May 7, 2015.

(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.

FILED
15 MAY -7 AM 7:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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:

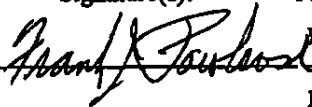

Street address:

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:
Pawlowski Family Limited Partnership, a Florida limited partnership		Frank J. Pawlowski, Pres. of Essex Family Ventures, Inc., GP
Pawlowski Family Limited Partnership, an Illinois limited partnership		Frank J. Pawlowski, Pres. of Essex Family Ventures, Inc., GP

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

**AGREEMENT AND PLAN OF MERGER
PAWLOWSKI FAMILY LIMITED PARTNERSHIP (IL)
WITH AND INTO
PAWLOWSKI FAMILY LIMITED PARTNERSHIP (FL)**

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of the 30th day of April, 2015, by and between PAWLOWSKI FAMILY LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter called "Pawlowski IL"), and PAWLOWSKI FAMILY LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter called "Pawlowski FL", or "Surviving Limited Partnership"), which partnerships are hereafter sometimes referred to jointly as the "Constituent Limited Partnerships."

RECITALS:

A. All of the partners of Pawlowski IL and Pawlowski FL have resolved that Pawlowski IL be merged with and into Pawlowski FL, pursuant to the laws of the States of Florida and Illinois 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 Pawlowski IL are held as follows:

Partner	Partnership Interest
Essex Family Ventures, Inc.	4% general partner's interest
Glenn F. Pawlowski	48% limited partner's interest
Gayle Engels	48% limited partner's interest

C. The partnership interests of Pawlowski FL are held as follows:

Partner	Partnership Interest
Essex Family Ventures, Inc.	general 4% partnership interest
Glenn F. Pawlowski	limited 48% partnership interest
Gayle Engels	limited 48% partnership interest

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 Illinois and Florida, Pawlowski IL shall be, at the "Effective Date" (as such term is hereinafter defined), merged ("Merger") into Pawlowski FL, as a single limited partnership existing under the laws of the State of Florida; with Pawlowski FL 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' MEETING; FILLINGS; EFFECTS OF MERGER

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

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

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

2.4 Effective Date. The Merger shall become effective as of May 7, 2015, which date is herein referred to as the "Effective Date."

2.5 Certain Effects of Merger. On the Effective Date, the separate existence of Pawlowski IL shall cease, and Pawlowski IL shall be merged into Pawlowski FL 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 Pawlowski IL; and all the rights, privileges, powers, and franchises of Pawlowski IL, and all property, real, personal, and mixed, and all debts due to Pawlowski IL 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 Pawlowski IL, and the title to any real estate vested by deed or otherwise, under the laws of Illinois or any other jurisdiction, in Pawlowski IL, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Pawlowski IL shall be preserved unimpaired, and all debts, liabilities, and duties of Pawlowski IL 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 partner of Pawlowski IL or the general partner of the Surviving Limited Partnership, may, in the name of Pawlowski IL, 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 Pawlowski IL'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 PAWLOWSKI FAMILY LIMITED PARTNERSHIP.

ARTICLE IV

CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of Pawlowski FL 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 Pawlowski FL 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 Pawlowski IL and Pawlowski FL 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 Articles of Merger with the Illinois Secretary of State and the Articles 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
Essex Family Ventures, Inc.	general 4% partnership interest
Glenn F. Pawlowski	limited 48% partnership interest
Gayle Engels	limited 48% partnership 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 Pawlowski IL or the partners of Pawlowski FL, if the partners of Pawlowski IL or of Pawlowski FL 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.

PAWLOWSKI FAMILY LIMITED
PARTNERSHIP, an Illinois limited partnership
By: Essex Family Ventures, Inc., General Partner

By: Frank J. Pawlowski
Frank J. Pawlowski, President

PAWLOWSKI FAMILY LIMITED
PARTNERSHIP, a Florida limited partnership
By: Essex Family Ventures, Inc., General Partner

By: Frank J. Pawlowski
Frank J. Pawlowski, President