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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

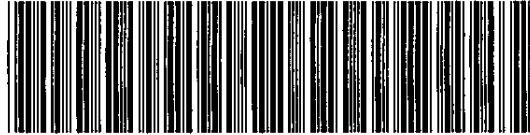
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900279503459

merger

12-31-15

12/16/15--01015--027 **105.00

DEC 21 2015

A RAMSEY

FILED
15 DEC 16 PM 4:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEC 21 2015
A RAMSEY

JOHN L. AVERY, JR. CHARTERED
JOSEPH C. KEMPE, Esq. 1,2,3
MARNIE R. PONCY, Esq. 4
MELOSSA D. LAZARCHICK, P.A.
ANDREW D. RAFKIN, Esq. 5
DAVID C. TASSELL, P.A.

CHARLES R. L. WHITE, CHARTERED 4,5
KEVIN C. GLEASON, Esq. 6 OF COUNSEL
ASHLEY M. SUNDAR, Esq. 7 OF COUNSEL

LL.M. IN TAX LAW
BOARD CERTIFIED IN TAX LAW
BOARD CERTIFIED IN WILLS, TRUSTS AND ESTATES
ALSO ADMITTED IN N.C.
ALSO ADMITTED IN N.Y.
REGISTERED NURSE

TAX AND FIDUCIARY ACCOUNTANTS
CHRIS BOURDEAU CPA, BENJAMIN DEVLEN CPA,
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KRISTEN JANICKI, ALLISON JUDKINS,
ALISON OVERTON, TERRI RODGERS,
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941 NORTH HIGHWAY A1A
JUPITER, FLORIDA 33477

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FAX (561) 747-7722

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1101 EAST OCEAN BOULEVARD
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NATIONAL WATS LINE
1-800-747-3113

WEBSITE
WWW.JCKEMPE.COM

ADMINISTRATION
ESTHER GARNER, TAMI G. KEMPE,
GAY LATHE, LISA SARNI

November 30, 2015
Please Respond to the Jupiter Office

Amendment Section
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Lunsford Investments Limited Partnership


To Whom it May Concern:

The enclosed Certificate of Merger and fees are hereby submitted for filing.
Please return all correspondence concerning this matter to:

Joseph C. Kempe, P.A.
Attorneys and Counselors at Law
941 North Highway A1A
Jupiter, FL 33477
Attn: Benjamin Devlin

SIGNED IN
JOSEPH C. KEMPE'S
ABSENCE SO AS NOT TO
DELAY MAILING

Very truly yours,


Joseph C. Kempe

JCK/amo
Enclosures

cc: Mr. and Mrs. Stephen Lunsford

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lunsford Investments, LP

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Joseph C. Kempe, Esquire

Contact Person

Joseph C. Kempe, PA

Firm/Company

941 N. Highway A1A

Address

Jupiter, FL 33477

City, State and Zip Code

joechempe@jckempe.com

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

For further information concerning this matter, please call:

Benjamin Devlen

(Name of Contact Person)

at (561) 747-7300

(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

SECRET

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Certificate of Merger
For

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>
Lunsford Holdings, LP	Nevada	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>
Lunsford Investments, LP	Florida	Limited Partnership

THIRD: The date the merger is effective under the governing laws of the surviving party is: 12/31/15.

(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:

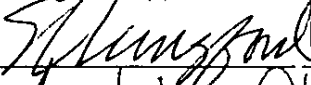
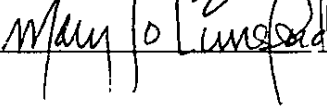
Street address:

Mailing address:

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

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:
Lunsford Investments, LP		Limited Partner
Lunsford Investments, LP		Limited Partner

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

COPY

EXCHANGE AGREEMENT

This is a Plan and Agreement of Exchange ("Agreement") between Lunsford Management, Inc., a Nevada Corporation, and Lunsford Holding Limited Partnership, a Nevada limited partnership (hereinafter "the Nevada entities"), and Lunsford Management, Inc, a Florida Corporation, and Lunsford Investments, Limited Partnership, a Florida limited partnership (hereinafter "the Florida entities").

ARTICLE 1. PLAN OF EXCHANGE

Plan Adopted

1.01. A plan of exchange of the Nevada entities and the Florida entities, are adopted as follows:

(a) The Nevada entities, shall cease to exist by exchange of their assets and units to the Florida entities, for the Florida entities' assumption of all liabilities and the issuance on new units in the Florida entities, pursuant to ARTICLE 4. The Nevada entities hereby sell, assign, transfer, convey and deliver to the Florida entities, all of their right, title and interest in and to all of their assets and partnership units.

(b) The name of the Surviving Corporation and Surviving Partnership shall be Lunsford Management, Inc., a Florida Corporation, and Lunsford Investments, Limited Partnership, a Florida limited partnership.

(c) When this agreement shall become effective, the separate existence of the Nevada entities, shall cease, and the Florida entities, shall succeed, without other required transfer, to all

the rights and property of the Nevada entities, and shall be subject to all the debts and liabilities of the Nevada entities, in the same manner as if the Florida entities, had themselves incurred them. All rights of creditors and all liens on the property of each constituent corporation and partnership shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Florida entities will carry on business with the assets of the Nevada entities.

(e) The shareholders and partners of the Nevada entities, will surrender all of their stock shares and units in the manner hereinafter set forth.

(f) In exchange for the stock shares and units of the Nevada entities, surrendered by their shareholders and partners, the Florida entities, will issue and transfer to these shareholders and partners, on the basis set forth in ARTICLE 4 below, stock shares and units of shareholder and partnership interests.

(g) This exchange is intended to effect the capitalization of the Florida entities, in a tax free manner pursuant to Internal Revenue Code ("Code") Section 721 and to effect the tax free dissolution of the Nevada entities, pursuant to Code Section 731.

Effective Date

1.02. The effective date of the exchange ("Effective Date") shall be December 31, 2015.

**ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF
CONSTITUENT CORPORATIONS AND PARTNERSHIPS**

Nonsurvivor

2.01. As a material inducement to the Florida entities, to execute this Agreement and perform its obligations under this Agreement, the Nevada entities, represent and warrant as follows:

(a) Lunsford Management, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada, with the power and authority to own property and carry on its business as it is now being conducted.

(b) Lunsford Holdings, Limited Partnership, is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Nevada, with power and authority to own property and carry on its business as it is now being conducted.

Survivor

2.02. As a material inducement to the Nevada entities, to execute this Agreement and perform its obligations under this Agreement, the Florida entities, represents and warrants as follows:

(a) Lunsford Management, Inc., is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with the power and authority to own property and carry on its business as it is now being conducted.

(b) Lunsford Investments, Limited Partnership is a limited partnership duly organized, validly existing, and in good standing under the laws of the State of Florida, with power and authority to own property and carry on its business as it is now being conducted.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01. Except as limited by this Paragraph 3.01, pending consummation of the exchange, each of the constituent corporations and partnerships will carry on their business in substantially the same manner as before and will use their best efforts to maintain their business organization intact, to retain their present employees, and to maintain their relationships with suppliers and other business contacts.

Submission to Shareholders and Partners

3.02. This Agreement shall be submitted separately to the shareholders and general partners of the constituent corporations and partnerships in the manner provided by the laws of the State Nevada and the State of Florida for approval, and shall be consented to by the shareholders and limited partners.

ARTICLE 4. MANNER OF CONVERTING SHARES AND PARTNERSHIP UNITS

Manner

4.01. The shareholders and the holders of units of the Nevada entities, shall surrender their stock shares and units to the Florida entities, as of the Effective Date, in exchange for stock shares and units of the Florida entities, to which they are entitled under this ARTICLE 4.

ARTICLE 5. INTERPRETATION AND ENFORCEMENT

Further Assurances

5.01. The Nevada entities, agree that from time to time, as and when requested by the Florida entities, or by their successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Nevada entities, further agree to take or cause to be taken any further or other actions as the Florida entities, may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Florida entities, title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

5.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of the Nevada entities, to: Stephen L. Lunsford, 3312 SE Cambridge Drive, Stuart, Florida 34997-5614, or to such other person or address as may from time to time be requested in writing.

(b) In the case of the Florida entities, to: Stephen L. Lunsford, 3312 SE Cambridge Drive, Stuart, Florida 34997-5614, or to such other person or address as may from time to time be requested in writing.

Entire Agreement; Counterparts

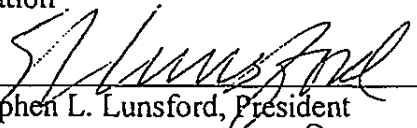
5.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

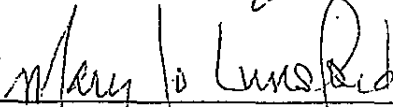
Controlling Law

5.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

For Lunsford Management, Inc:

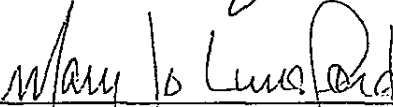
Lunsford Management, Inc., a Florida Corporation

By: 
Stephen L. Lunsford, President

Attest
By: 
Mary Jo Lunsford, Secretary

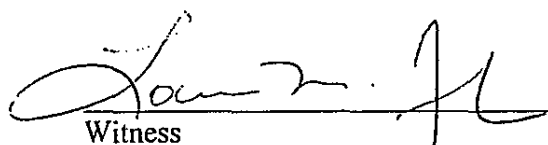
Lunsford Management, Inc., a Nevada Corporation


By: 
Stephen L. Lunsford, President

Attest:
By: 
Mary Jo Lunsford, Secretary

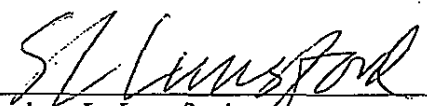

Witness

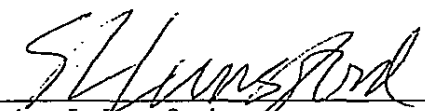

Witness

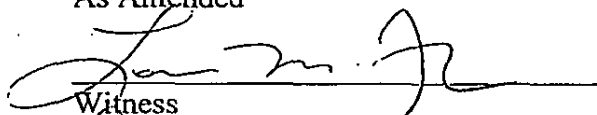

Witness



Witness

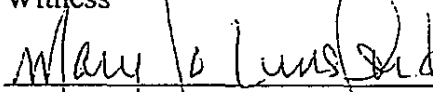
By the Consent of the Shareholders of Lunsford Management, Inc.:

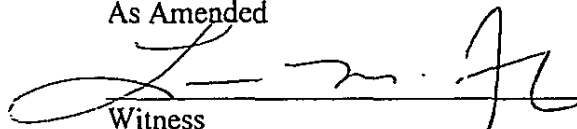

Stephen L. Lunsford
As Trustee of the Stephen L. Lunsford
Trust under Declaration dated 4/24/01,
As Amended


Stephen L. Lunsford
As Trustee of the Stephen L. Lunsford
Trust under Declaration dated 4/24/01,
As Amended

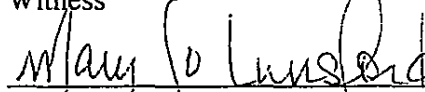

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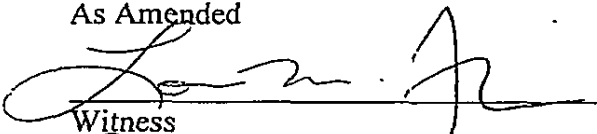

Witness


Mary Jo Lunsford
As Trustee of the Mary Jo Lunsford
Trust under Declaration dated 4/24/01,
As Amended

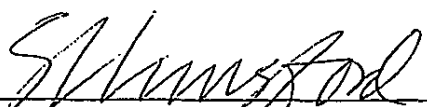

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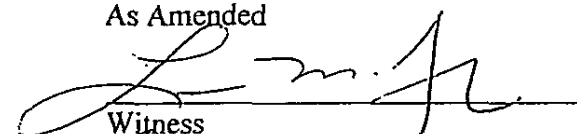

Witness


Mary Jo Lunsford
As Trustee of the Mary Jo Lunsford
Trust under Declaration dated 4/24/01,
As Amended

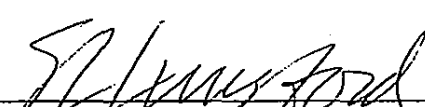

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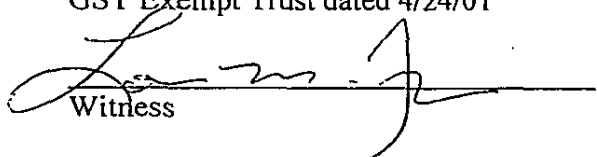

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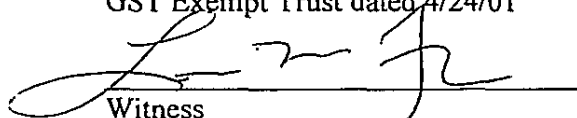

Stephen L. Lunsford
As Trustee of the Winifred M. Lunsford
GST Exempt Trust dated 4/24/01


Witness


Witness


Stephen L. Lunsford
As Trustee of the Winifred M. Lunsford
GST Exempt Trust dated 4/24/01


Witness


Witness

Alvin Oubre
Witness

see attached
Christopher L. Lunsford

only 1 of 2
Witness

X
Witness

Stephen Wade Lunsford.

Witness

Witness

Scott Edward Lunsford

Witness

Witness

Valori Lynn Strasma

Witness

Witness

Alvin Oubre
Witness

see attached
Christopher L. Lunsford

only 1 of 2
Witness

X
Witness

Stephen Wade Lunsford

Witness

Witness

Scott Edward Lunsford

Witness

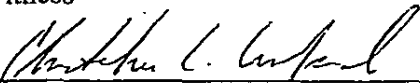
Witness

Valori Lynn Strasma

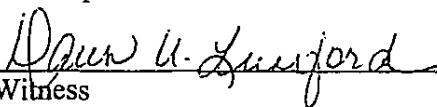
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Christopher L. Lunsford



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Stephen Wade Lunsford

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Scott Edward Lunsford

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Valori Lynn Strasma

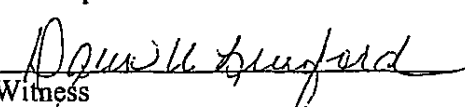
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Christopher L. Lunsford



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Stephen Wade Lunsford

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Scott Edward Lunsford

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Valori Lynn Strasma

Witness

Witness

ATTN. ALISON OVERTON

Witness

Christopher L. Lunsford

Witness

Witness

Stephen W. Lunsford
Stephen Wade Lunsford

Lisa Lunsford
Witness

Witness

Scott Edward Lunsford

Witness

Witness

Valori Lynn Strasma

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Christopher L. Lunsford

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Stephen W. Lunsford
Stephen Wade Lunsford

Lisa Lunsford
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Scott Edward Lunsford

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Valori Lynn Strasma

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Stephen Wade Lunsford

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Scott Edward Lunsford
Scott Edward Lunsford

Deborah L. Densel
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Pamela Lunsford
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Valori Lynn Strasma

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Pamela Lunsford
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Valori Lynn Strasma

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Valori Lyn Strasma
Valori Lyn Strasma

Keely Mione
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Dan L...
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Stephen Wade Lunsford

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Scott Edward Lunsford

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Valori Lyn Strasma
Valori Lyn Strasma

Keely Mione
Witness


Dan L...
Witness

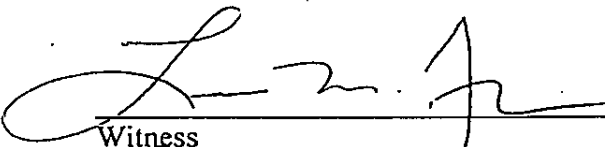

For Lunsford Investments Limited Partnership:

Lunsford Investments Limited Partnership,
a Florida limited partnership

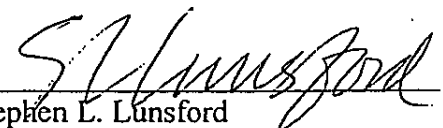
By: 
Lunsford Management, Inc.
Its General Partner

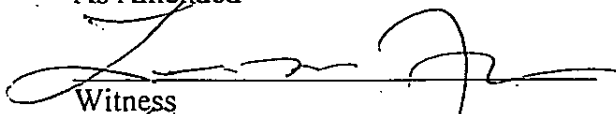

Attest

By: 
Secretary, Mary Jo Lunsford



Witness

Witness

By the Consent of the Limited
Partners of Lunsford Investments,
LP, a Florida Limited Partnership:



Stephen L. Lunsford
As Trustee of the Stephen L. Lunsford
Trust under Declaration dated 4/24/01,
As Amended

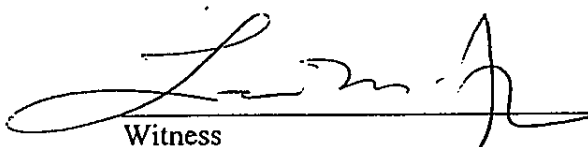


Witness

Witness

Lunsford Holdings Limited Partnership, a
Nevada limited partnership

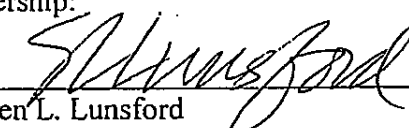
By: 
Lunsford Management, Inc.
Its General Partner

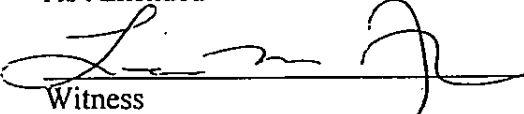

Attest

By: 
Secretary, Mary Jo Lunsford


Witness

Witness

By the Consent of the Limited Partners of
Lunsford Holdings, LP, a Nevada Limited
Partnership:


Stephen L. Lunsford
As Trustee of the Stephen L. Lunsford
Trust under Declaration dated 4/24/01,
As Amended


Witness

Witness

Mary Jo Lunsford

Mary Jo Lunsford
As Trustee of the Mary Jo Lunsford
Trust under Declaration dated 4/24/01,
As Amended

Alan Akers
Witness

Alan Akers
Witness

Mary Jo Lunsford

Mary Jo Lunsford
As Trustee of the Mary Jo Lunsford
Trust under Declaration dated 4/24/01,
As Amended

Alan Akers
Witness

Alan Akers
Witness

Stephen L. Lunsford

Stephen L. Lunsford
As Trustee of the Winifred M. Lunsford
GST Exempt Trust dated 4/24/01

Alan Akers
Witness

Alan Akers
Witness

Stephen L. Lunsford

Stephen L. Lunsford
As Trustee of the Winifred M. Lunsford
GST Exempt Trust dated 4/24/01

Alan Akers
Witness

Alan Akers
Witness