

MAR 18 2019
S. YOUNG

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Leba Investments, 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:

Keith B. Braun, Esq.

Contact Person

Comiter, Singer, Baseman & Braun, LLP

Firm/Company

3801 PGA Boulevard, Suite 604

Address

Palm Beach Gardens, FL 33410

City, State and Zip Code

mfrid@comitersinger.com

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

For further information concerning this matter, please call:

Alexa Collevecchio

Name of Contact Person

at (561) 997-7008

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

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. 620.8919(2), F.S., are as follows:


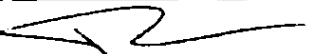
Street address:

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 each partnership and by the authorized representative of each other party.)

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Leba Management Corporation, General Partner for Leba Investments, LLLP (FL)		Barry J. Hahn, Director of Gen. Ptnr
Leba Management Corporation, General Partner for Leba Investments Limited Partnership (NV)		Barry J. Hahn, Director of Gen. Ptnr

Fees: Filing Fees: \$25.00 Per Party
Certified Copy: \$52.50 (Optional)
Certificate of Status: \$8.75 (Optional)

EXHIBIT "A"

PLAN OF MERGER

This Plan of Merger is made and entered by and between LEBA INVESTMENTS, LLLP, a Florida limited liability limited partnership (the "Surviving Partnership"); and LEBA INVESTMENTS LIMITED PARTNERSHIP, a Nevada limited partnership (the "Merged Partnership") (hereinafter collectively referred to as the "Constituent Partnerships"):

BACKGROUND

The General Partners of the Constituent Partnerships have established that it is advisable for the general welfare and advantage of the Constituent Partnerships and their respective partners that they merge into a single partnership which shall not be a new partnership, but shall be the Surviving Partnership, whose existence as a partnership under the laws of the State of Florida shall not be affected in any manner by reason of the merger (the "Merger").

NOW, THEREFORE, the terms and conditions of said merger are as follows:

1. This Merger shall become effective as of _____, 2019 (the "Effective Date").
2. The names of the Partnerships that are parties to the Merger are as follows:
 - (a) LEBA INVESTMENTS, LLLP, a Florida limited liability limited partnership
 - (b) LEBA INVESTMENTS LIMITED PARTNERSHIP, a Nevada limited partnership
3. The surviving partnership shall be LEBA INVESTMENTS, LLLP, a Florida limited liability limited partnership.
4. To become effective, this Plan shall be approved by the General Partner of Merged Partnership, and the General Partner of the Surviving Partnership.
5. The Certificate of the Surviving Partnership in effect at the time the Merger becomes effective shall be and remain the Certificate of the Surviving Partnership until the same is altered, amended, or repealed.
6. The Merger will not effect any change in the Agreement of Partnership of the Surviving Partnership.

7. The General Partner of the Surviving Partnership on the Effective Date shall be and remain the General Partner of the Surviving Partnership.

8. Subject to the Articles of Merger and in accordance with Section 620.2108 of the Florida Statutes and Section 92A.190 of the NRS, the separate existence of the Merged Partnership shall cease on the Effective Date, and the Surviving Partnership shall have all its rights, privileges, immunities and powers, and the Surviving Partnership shall be subject to all of the duties and liabilities of a partnership organized under the laws of the State of Florida.

9. Upon the Merger becoming effective, the Surviving Partnership shall possess all the rights, privileges, immunities and franchises of a public as well as a private nature of each of the Constituent Partnerships; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in actions, and all and every other interest of or belonging to, or due to each of the Constituent Partnerships, shall be taken and deemed to be transferred to and vested in the Surviving Partnership without further act or deed; the title to any real estate or any interest therein vested in any of the Constituent Partnerships shall not revert or be in any way impaired by reason of this Merger.

10. Following the Effective Date, the Surviving Partnership shall henceforth be responsible and liable for all the liabilities and obligations of the Merged Partnership; and, any claim existing or action or proceeding pending by or against the Merged Partnership may be prosecuted as if this Merger had not taken place, or the Surviving Partnership may be substituted in the place of the Merged Partnership. Neither the rights of creditors nor any liens upon the property of any of the Constituent Partnerships shall be impaired by this Merger.

11. On the Effective Date, each limited partnership interest in the Merged Partnership shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive an equivalent limited partnership interest in Surviving Partnership.

12. The General Partners of the Merged Partnership and the Surviving Partnership are hereby authorized and directed to do or cause to be done all acts, and to execute and deliver all documents necessary or appropriate to effect the Merger and otherwise carry out the foregoing Plan of Merger.

[SIGNATURE PAGE FOLLOWS]

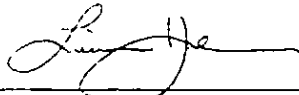
IN WITNESS WHEREOF, the undersigned Directors and Shareholders hereby execute this Plan of Merger as of the Effective Date.

**LEBA INVESTMENTS LIMITED
PARTNERSHIP**, a Nevada limited partnership

By: LEBA MANAGEMENT CORPORATION,
a Nevada Corporation, its General Partner



By: _____
BARRY J. HAHN, President and Director



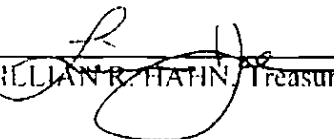
By: _____
LILLIAN R. HAHN, Treasurer and Secretary

LEBA INVESTMENTS, LLLP.
a Florida limited liability limited partnership

By: LEBA MANAGEMENT CORPORATION, a
Florida Corporation, its General Partner



By: _____
BARRY J. HAHN, President and Director



By: _____
LILLIAN R. HAHN, Treasurer and Secretary