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MERGER OR SHARE EXCHANGE

Speegle Investment Partnership, LLLP

Certificate of Status	1
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59.50

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166.25

166.25

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EXAMINER

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Help

CERTIFICATE OF MERGER
OF
THE JMS REAL ESTATE LIMITED PARTNERSHIP,
 a Florida limited partnership,
INTO
SPEEGLE INVESTMENT PARTNERSHIP, LLLP,
 a Florida limited liability limited partnership

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Pursuant to Section 620.2108, Florida Statutes, The JMS Real Estate Limited Partnership, a Florida limited partnership (the "Merging Partnership") and Speegle Investment Partnership, LLLP, a Florida limited liability limited partnership (the "Surviving Partnership"), hereby certify to the Florida Secretary of State as follows:

- FIRST:** *The exact name, form/entity type, and jurisdiction for each merging party are as follows:*
- The JMS Real Estate Limited Partnership, a Florida limited partnership
- SECOND:** *The exact name, form/entity type, and jurisdiction for the surviving party is as follows:*
- Speegle Investment Partnership, LLLP, a Florida limited liability limited partnership
- THIRD:** *The date the merger is effective under the governing laws of the surviving party is as follows:*
- Effective date: January 26, 2012
- FOURTH:** The merger was approved by each party as required by laws of the State of Florida under which both parties are organized and governed.

IN WITNESS WHEREOF, the parties have caused this Certificate of Merger to be duly executed on this 26th day of January, 2012.

"MERGING PARTNERSHIP"

The JMS Real Estate Limited Partnership,
 Florida limited partnership

By: James T. Speegle
 James T. Speegle, General Partner

"SURVIVING PARTNERSHIP"

Speegle Investment Partnership, LLLP, a
 Florida limited liability limited partnership

By: James T. Speegle
 James T. Speegle, General Partner

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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**ARTICLES OF MERGER
OF
JMS REAL ESTATE LIMITED PARTNERSHIP
INTO
SPEEGLE INVESTMENT PARTNERSHIP, LLLP**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between JMS REAL ESTATE LIMITED PARTNERSHIP, a Florida limited partnership, and SPEEGLE INVESTMENT PARTNERSHIP, LLLP, a Florida limited liability limited partnership.

Pursuant to sections 620.2106 and 620.2107, Florida Statutes, JMS Real Estate Limited Partnership, a Florida limited partnership and Speegle Investment Partnership, LLLP, adopt the following Articles of Merger.

ARTICLE I

The Agreement and Plan of Merger dated January 26, 2012, (the "Plan of Merger") between JMS Real Estate Limited Partnership, a Florida limited partnership and Speegle Investment Partnership, LLLP, was approved and adopted by the partners of JMS Real Estate Limited Partnership, on January 26, 2012, in accordance with the applicable provisions of Chapter 620 of the Florida Statutes, and was approved and adopted by the partners of Speegle Investment Partnership, LLLP, on January 26, 2012, in accordance with the applicable provisions of Chapter 620 of the Florida Statutes.

ARTICLE II

Pursuant to the Plan of Merger, all issued and outstanding partnership interests of JMS Real Estate Limited Partnership will be acquired by means of a merger of JMS Real Estate Limited Partnership, a Florida limited partnership and Speegle Investment Partnership, LLLP, the surviving entity (the "Merger").

ARTICLE III

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

ARTICLE IV

Pursuant to section 620.2108 of the Florida Statutes, the effective date of the Merger shall be as of the date of filing of these Articles of Merger.

IN WITNESS WHEREOF, the parties have set their hands this 26th day of January, 2012.

JMS REAL ESTATE LIMITED
PARTNERSHIP, a Florida limited
partnership

By: 

Print Name: JAMES T. SPEEGLE

Title: General Partner

SPEEGLE INVESTMENT
PARTNERSHIP, LLLP, a Florida limited
liability limited partnership

By: 

Print Name JAMES T. SPEEGLE

Title: General Partner

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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER
OF
JMS REAL ESTATE LIMITED PARTNERSHIP
INTO
SPEEGLE INVESTMENT PARTNERSHIP, LLLP

THIS AGREEMENT AND PLAN OF MERGER is made this 26th day of January, 2012, by and between SPEEGLE INVESTMENT PARTNERSHIP, LLLP, a Florida limited liability limited partnership, (the "Surviving Entity") and JMS REAL ESTATE LIMITED PARTNERSHIP, a Florida limited partnership, (the "Disappearing Entity") (collectively the "Constituent Entities").

WITNESSETH:

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

WHEREAS, the Partners of the Surviving Entity have determined that it is advisable that the Disappearing Entity be merged into the Surviving Entity, on the terms and conditions herein set forth; and

WHEREAS, this Merger is being effected pursuant to this Plan and in accordance with Sections 620.2106 and 620.2107 of the Florida Statutes.

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

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

2. **Transfer of Partnership Interests.** Upon the Effective Date, each partnership interest of the Disappearing Entity that is existing at that time shall be acquired by the Surviving Entity in accordance with this Plan. Each partnership interest of the Surviving Entity that is existing on the Effective Date shall continue as an outstanding interest of the Surviving Entity.

3. **Satisfaction of Rights of the Disappearing Entity's Partners.** All partnership interests of the Surviving Entity into which interests of the Disappearing Entity's partners shall have been transferred pursuant to this Plan shall be deemed to have been paid in full satisfaction of such transferred interests.

4. **Fractional Shares.** Fractional Units of the Surviving Entity will not be issued.

5. **Management.** The Surviving Entity is a Florida limited liability limited partnership and management thereof is vested in the General Partner. The names and business address of such General Partner is as follows:

James T. Speegle
395 South Range Road
Cocoa, Florida 32926

6. **Effect of Merger.** On the Effective Date, the separate existence of the Disappearing Entity shall cease, and the Surviving Entity shall be fully vested in the Disappearing Entity's rights, privileges, immunities, powers and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in sections 620.1208 and 620.2109 of the Florida Statutes.

7. **Supplemental Action.** If at any time after the Effective Date the Surviving Entity 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 partner of the Surviving Entity or the Disappearing Entity, as the case may be, whether past or remaining, shall execute and deliver, upon the request of the Surviving Entity, 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 Entity, or to otherwise carry out the provisions of this Plan.

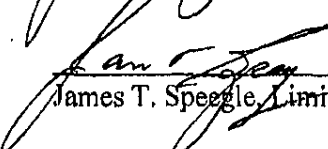
8. **Filing with the Florida Department of State and Effective Date.** Upon execution of this Plan, the Disappearing Entity and the Surviving Entity shall cause their respective authorized representatives to execute Articles of Merger and upon such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles of Merger. Thereupon, such Articles of Merger shall be delivered for filing by the Surviving Entity to the Florida Department of State. In accordance with sections 620.2107 and 620.2108 of the Florida Statutes, the Articles of Merger shall specify the "Effective Date," which shall be the date of filing of the Articles of Merger.

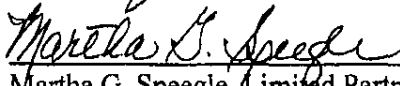
9. **Termination.** At any time before the Effective Date this Plan may be terminated and the Merger abandoned by mutual consent of the Board of Directors of the Disappearing Entity and the Board of Managers of the Surviving Entity, notwithstanding favorable action by the shareholders of the Disappearing Entity and the members of the Surviving Entity.

IN WITNESS WHEREOF, the parties have set their hands this 26th day of January, 2012.

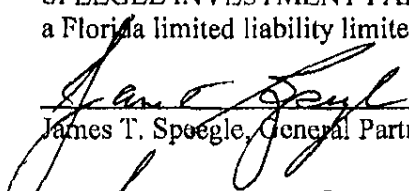
JMS REAL ESTATE LIMITED
PARTNERSHIP, a Florida limited
partnership,

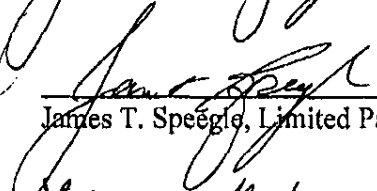

James T. Speegle, General Partner

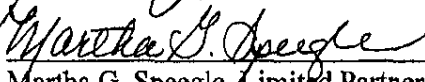

James T. Speegle, Limited Partner


Martha G. Speegle, Limited Partner

SPEEGLE INVESTMENT PARTNERSHIP,
a Florida limited liability limited partnership,


James T. Speegle, General Partner


James T. Speegle, Limited Partner


Martha G. Speegle, Limited Partner

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