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MERGER OR SHARE EXCHANGE
Lowell Realty & Co, LLC

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EXAMINER

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ARTICLES OF MERGER

of

GOLDBERG, KONTINOS, LOWELL AND ZAHOS, a Missouri General Partnership, Doing business as **LOWELL REALTY & CO. PARTNERS**, a Missouri General Partnership

INTO

LOWELL REALTY & CO, LLC,
A Florida Limited Liability Company

L12000007735
1-17-12

The following articles of merger are being submitted in accordance with Section 608.4382 of the Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

Name and Street Address:

Jurisdiction:

Entity Type:

Goldberg, Kontinos, Lowell and Zahos
doing business as Lowell Realty & Co.
Partners,
12995 S. Cleveland Avenue
PBS #34
Fort Myers, Florida 33907

State of Missouri

General Partnership

Document/Registration Number: _____ FEI Number 43-1534199

Lowell Realty & Co., LLC
12995 S. Cleveland Avenue
PBS #34
Fort Myers, Florida 33907

State of Florida

Limited Liability
Company

Florida Document/Registration Number: L12000007735 FEI Number: 43-1534199

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SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

Lowell Realty & Co., LLC
12995 S. Cleveland Avenue
BPS #34
Fort Myers, Florida 33907

State of Florida

Limited Liability
CompanyFlorida Document/Registration Number: L12000007735 FEI Number: 43-1534189

THIRD: The attached Plan of Merger meets the requirements of Section 608.438 of the Florida Statutes, and was approved by each, limited liability company that is a party to the merger in accordance with Chapter 608 of the Florida Statutes.

FOURTH: The attached Plan of Merger was approved by the other business entity that is a party to the merger in accordance with the laws of the applicable jurisdiction.

FIFTH: If not incorporated, organized or otherwise formed under the laws of the State of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the State of Florida, the surviving entity agrees to pay the dissenting shareholders, partners and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under Section 608.4384 of the Florida Statutes, and/or the laws of all applicable jurisdictions.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each member or person that as a result of the merger is now a general partner of the surviving entity pursuant to Section 608.4381(2) of the Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

NINTH: The merger shall become effective as of the date on which these Articles of Merger are filed with the Florida Department of State.

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

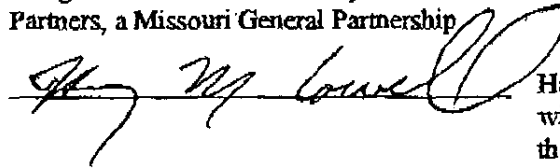
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ELEVENTH: SIGNATURE(S) FOR EACH PARTY

<u>Name of Entity:</u>	<u>Signature(s)</u>	<u>Typed/printed name of Individual</u>
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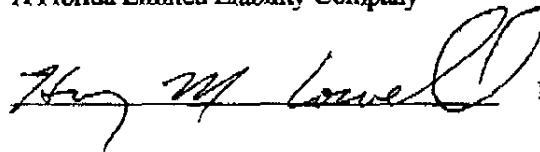
Goldberg, Kontinos, Lowell and Zabos
doing business as Lowell Realty & Co.
Partners, a Missouri General Partnership



Harry M. Lowell, General Partner,
with full power and authority to bind
the partnership

<u>Name of Entity:</u>	<u>Signature(s)</u>	<u>Typed/printed name of Individual</u>
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LOWELL REALTY & CO., LLC,
A Florida Limited Liability Company



Harry M. Lowell, Managing Member

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PLAN OF MERGER

Or

**GOLDBERG, KONTINOS, LOWELL AND ZAHOS, a Missouri General Partnership,
Doing business as LOWELL REALTY & CO. PARTNERS,
a Missouri General Partnership**

into

**LOWELL REALTY & CO., LLC,
a Florida Limited Liability Company**

The following plan of merger, which was adopted and approved by each party to the merger, is being submitted in accordance with Section 608.4381, Florida Statutes.

FIRST: The exact name and jurisdiction of each merging party are as follows;

<u>Name</u>	<u>Jurisdiction</u>
Goldberg, Kontinos, Lowell and Zahos, Doing business as Lowell Realty & Co. Partners	Missouri
Lowell Realty & Co., LLC	Florida

SECOND: The exact name and jurisdiction of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>
Lowell Realty & Co., LLC	Florida

THIRD: The terms and conditions of the merger are as follows:

- A. The term "effective date" shall mean the date on which these Articles of Merger are filed with the Secretary of State.
- B. On the effective date, **GOLDBERG, KONTINOS, LOWELL AND ZAHOS, a Missouri General Partnership, doing business as Lowell Realty & Co. Partners**, (hereinafter "Partners") shall be merged with and into **LOWELL REALTY & CO., LLC, a Florida Limited Liability Company**, (hereinafter "Lowell"). The separate existence of Partners shall cease at the effective date and the existence of Lowell shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities, and franchises, of a public as well as of a

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private nature, and subject to all the duties and liabilities of a limited liability company organized under the laws of the State of Florida.

- C. The Plan of Merger has been approved by the General Partners and Members of both Partners and Lowell in accordance with Section 608.4381 of the Florida Statutes.
- D. At the effective date, Lowell shall possess all the rights, privileges, immunities, and franchises of a public and private nature, of Partners and shall be responsible and liable for all liabilities and obligations of Partners as more particularly set forth in Section 608.4383 of the Florida Statutes.
- E. There are no minority or dissenting General Partners or Members of Partners or Lowell, respectively. All of the General Partners will become Members of Lowell.
- F. If at any time Lowell shall consider it advisable that any other assignment or assurances are necessary or desirable to vest, effect, confirm, or record in Lowell the title of any property or rights of Partners, or to otherwise carry out the provisions hereof, the General Partners of Partners, as of the effective date, shall execute and deliver any and all proper deeds, assignments, or assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in Lowell.
- G. Lowell shall pay all expenses of accomplishing the merger.
- H. Anytime before the filing with the Florida Department of State of the Articles of Merger to be filed in connection herewith, the Members of Lowell may amend this plan. If the Articles of Merger have already been filed, Amended Articles of Merger shall be filed with the Department of State, but only if such Amended Articles can be filed before the effective date.
- I. If for any reason consummation of the Merger is inadvisable in the opinion of the Members of Lowell, this Merger may be terminated at any time before the effective date by resolution of the Members of Lowell. Upon termination as provided herein, this Plan shall be void and of no further effect, and there shall be no liability by reason of this Plan or the termination hereof on the part of Lowell or Partners or their directors, officers, members, employees or shareholders.

FOURTH:

- A. Each of the existing General Partners of Partners will become a Member of Lowell with the same percentage of ownership owned by such Partner on the effective date of the Merger.

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FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es)
of General Partner(s)

If General Partner is a Non-Individual
Florida Document/Registration No.

N/A

N/A

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

Harry M. Lowell
12995 S. Cleveland Avenue
PBS #34
Fort Myers, Florida 33907

SEVENTH: The merger is not prohibited by the Amended Partnership Agreement and all statements and approvals required by the Laws of Missouri have been complied with as a party to the merger.

The surviving party hereby consents to be sued and served with process in the State of Missouri and hereby irrevocably appoints the Secretary of State of Missouri as Agent of said surviving party to accept Service of Process in any proceedings in the State of Missouri arising out of or in connection with the obligations of either merging party or to enforce the rights of any general partners and/or member of such merging party.

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

a) The surviving party shall register as a foreign limited liability company pursuant to the laws of the State of Missouri and maintain a Registered Agent in the State of Missouri.

b) Governing Law. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of Florida.

c) Captions. The section captions used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

d) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the surviving party and merging party and their respective successors and assigns.

e) Severability. Each provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any provision of this Agreement shall be held invalid or unenforceable under any applicable present or future

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law, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other provision of this Agreement. This Agreement shall be carried out as if such invalid or unenforceable provision was not contained herein and such other provisions of this Agreement as may remain otherwise operable shall continue to be given full force and effect and to bind the surviving party and the merging party.

f) Entire Agreement. This Agreement contains the entire understanding and agreement amongst the surviving party and merging party with respect to the subject matter hereof. All negotiations between the surviving party and merging party concerning the subject matter hereof are merged into this Agreement, and there are no representations, warranties, covenants, understandings or agreements, oral or otherwise, in relation thereto between the surviving party and the merging party, other than those incorporated in this Agreement.

g) Amendments. No amendment of this Agreement shall be binding unless executed in a writing signed by the surviving party and merging party.

h) Counterparts. For recording and filing purposes, and for the convenience of the surviving party and the merging party, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by a duly authorized representative on this 1 day of March 2012.

**GOLDBERG, KONTINOS, LOWELL AND
ZAHOS, a Missouri General Partnership,
Doing business as LOWELL REALTY CO.
PARTNERS, a Missouri General Partnership**

David M. Guck
Witness signature
David M. Guck
Printed name of witness
GENE SOLOMON
Witness signature
GENE SOLOMON
Printed name of witness

By:

HARRY M. LOWELL

As: General Partner, with full power and
authority to bind the partnership

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LOWELL REALTY & CO, LLC,
A Florida Limited Liability Company

Karen M. Zuck
Witness signature
Karen M. Zuck
Printed name of witness
Gere Solomon
Witness signature
Gere Solomon
Printed name of witness

By: [Signature]
HARRY M. LOWELL
As: Managing Member

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