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*merger*

01/28/13--01043--028 \*\*80.00

FILED  
2013 JAN 28 PM 12:40  
SECRETARY OF STATE  
TALLAHASSEE-FLORIDA

*DP*  
*1/30/13*

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** GIANNONI INVESTMENTS HOLDING LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

**MONICA TIRADO**

Contact Person

**Piero Salussolia Corporate Management**

Firm/Company

**1410 20th street Unit 214**

Address

**Miami Beach Florida 33139**

City, State and Zip Code

**monica@pscmusa.com**

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

For further information concerning this matter, please call:

**Monica Tirado**

Name of Contact Person

at ( **305** ) **3737016**

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

**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

**Certificate of Merger  
For  
Florida Limited Liability Company**

FILED  
2013 JAN 28 PM 12:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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> |
|-----------------------------|---------------------|-------------------------|
| GH Amberwood Wellington LLC | State of Florida    | LLC                     |
|                             |                     |                         |
|                             |                     |                         |
|                             |                     |                         |

**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> |
|----------------------------------|---------------------|-------------------------|
| Giannoni Investments Holding llc | State of Florida    | LLC                     |

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**January 1, 2013**

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**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

**N/A**

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**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitled under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: **N/A**

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Mailing address: **N/A**

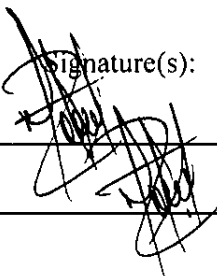
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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

| Name of Entity/Organization:     | Signature(s):   | Typed or Printed Name of Individual: |
|----------------------------------|---|--------------------------------------|
| GH Amberwood Wellington LLC      |  | Monica Tirado                        |
| GIANNONI INVESTMENTS HOLDING LLC |   | Monica Tirado                        |
|                                  |   |                                      |
|                                  |   |                                      |

- Corporations: Chairman, Vice Chairman, President or Officer  
*(If no directors selected, signature of incorporator.)*
- General partnerships: Signature of a general partner or authorized person
- Florida Limited Partnerships: Signatures of all general partners
- Non-Florida Limited Partnerships: Signature of a general partner
- Limited Liability Companies: Signature of a member or authorized representative

**Fees:**

|                                     |         |
|-------------------------------------|---------|
| For each Limited Liability Company: | \$25.00 |
| For each Corporation:               | \$35.00 |
| For each Limited Partnership:       | \$52.50 |
| For each General Partnership:       | \$25.00 |
| For each Other Business Entity:     | \$25.00 |

**Certified Copy (optional):** \$30.00

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made as of this day of January 1, 2013 by and between **GH AMBERWOOD-WELLINGTON LLC.**, a Florida Limited Liability Company with its principal address at 1410 20<sup>th</sup> Street Unit 214 Miami Beach, FL 33139 (hereinafter the "**Merging Entity**"), and **GIANNONI INVESTMENTS HOLDING LLC.**, a Florida Limited Liability Company with its principal address at 1410 20<sup>th</sup> Street Unit 214 Miami Beach, FL 33139 (hereinafter the "**Surviving Company**")

### **WITNESSETH**

**WHEREAS**, the sole member and the managers of the Surviving Company as per resolution dated January 1, 2013 and the sole member and the managers of the Merging Entity as per resolution dated January 1, 2013 have been determined to be in the best interest of the companies that the Merging Entity be merged with and into the Surviving Company under the laws of the State of Florida, and that said and surviving and continuing Company shall not be a new Company but shall be the Surviving Company whose existence as a continuing Company under the laws of the State of Florida shall not be affected in any manner by reason of the merger as set forth herein (hereinafter referred to as the "Merger"); and

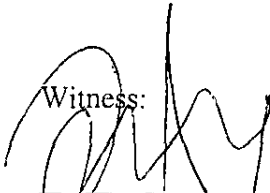
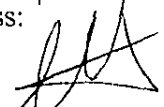
**WHEREAS**, membership certificates from the Merging Entity shall, by virtue of the Merger and without further action, cease to exist, and such membership certificates shall be undertaken by the Surviving Company.

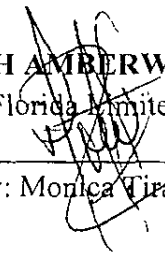
**WHEREAS**, since Raffaele Giannoni ("Giannoni") is the owner and holder of membership certificate number one (1) representing One Hundred Percent (100%) of all the issued and outstanding interest of the Surviving Company no new and/or additional membership certificates of the Surviving Company will be issued in the Merger. However, it is understood that a close family member of Giannoni has an option to enter into the Surviving Company with a contribution up to Five percent (5%) of the total net value of all of the assets owned directly or indirectly by the Surviving Company (the "Option"). If and when the Option will be exercised, new and additional membership certificates will be issued accordingly.

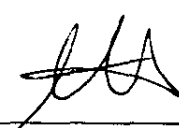
**NOW, THEREFORE**, in consideration of the premises and the mutual covenants, agreements, provisions, promises and grants hereinafter set forth, the parties hereby agree as follows:

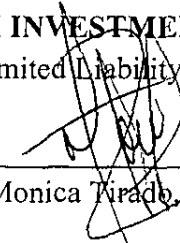
1. The names of the Companies, which are parties to the merger, are **GIANNONI INVESTMENTS HOLDING LLC** (the "Surviving Company") and **GH AMBERWOOD-WELLINGTON** (the "Merging Entity").
2. The Merger shall become effective on January 1, 2013 with the State of Florida, (the Effective Date).
3. On the Effective Date the Merging Entity shall be merged with and into the Surviving Company, governed by the laws of the State of Florida.
4. On the Effective Date, current membership certificates of the Surviving Company shall remain and no new and/or additional membership certificates of the Surviving Company shall be issued in the Merger. New and additional membership certificates will be issued if and when the Option is exercised.
5. On the Effective Date, the separate existence of the Merging Entity shall cease, and the Merging Entity and the Surviving Company shall become a single Company, which shall have the purposes and shall possess all the rights, privileges, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities and duties of the Merging Entity and the Surviving Company and shall be vested with all assets and properties, real, personal and mixed, and every interest therein, wherever located, belonging to the Merging Entity and belonging to the Surviving Company.
6. Membership certificates from the Merging Entity cease to exist, and such membership certificates are hereby undertaken by the Surviving Company.
7. The managers of the Merging Entity shall cease from their offices as a result of the Merger.
8. The managers of the Surviving Company shall retain their offices.
9. This Agreement sets forth the entire understanding and agreement between the parties as to the matters covered herein and supersedes and replaces any prior understanding, agreement, offer, representation, statement or intent, written or oral, with respect thereto.
10. No modifications of or amendments to this Agreement shall be valid unless made in writing signed by both parties and referring specifically to this Agreement.
11. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

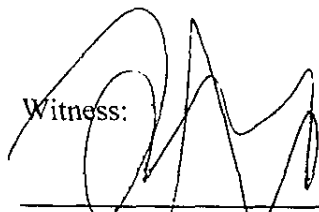
IN WITNESS WHEREOF, the undersigned Companies have caused this Agreement Plan of Merger to be executed on their behalf by their respective authorized representatives, sealed with their respective company's seals, on the date first above written.

Witness:  
  
\_\_\_\_\_  
Narda Hernandez  
Witness:  
  
\_\_\_\_\_  
Vanessa Ali

  
**GH AMBERWOOD-WELLINGTON**  
a Florida Limited Liability Company  
\_\_\_\_\_  
By: Monica Tirado, manager

Witness:  
  
\_\_\_\_\_  
Vanessa Ali

  
**GIANNONI INVESTMENTS HOLDING LLC.**  
A Florida Limited Liability Company  
\_\_\_\_\_  
By: Monica Tirado, manager

Witness:  
  
\_\_\_\_\_  
Narda Hernandez