

L02000023877

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

(Business Entity Name)

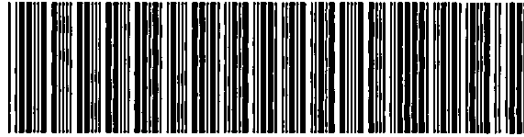
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

*SBM*

Office Use Only



600080121266

09/28/06--01022--018 \*\*107.50

**FILED**  
06 SEP 28 AM 10:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Weston Common Area, 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:

Peter A. Mardinly, Esq.

(Contact Person)

Belmont Investment Corp.

(Firm/Company)

600 Haverford Road, Suite G101

(Address)

Haverford, PA 19041

(City, State and Zip Code)

For further information concerning this matter, please call:

Peter A. Mardinly, Esq. at ( 610 ) 896-0513

(Name of Contact Person)

(Area Code and Daytime Telephone Number)



Certified copy (optional) \$30.00

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**CERTIFICATE OF MERGER**

**FOR**

**WESTON COMMON AREA LLLP  
(A Florida limited liability limited partnership)**

**AND**

**WESTON COMMON AREA, LLC  
(a Florida limited liability company)**

**FILED**  
06 SEP 28 AM 10:48  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Limited Partnership into a Florida Limited Liability Company in accordance with Sections 620.2108 and 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>
Weston Common Area LLLP	Florida	Limited liability 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>
Weston Common Area, LLC	Florida	Limited liability company

**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: N/A.

**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.

**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 entitles 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

Mailing Address: N/A

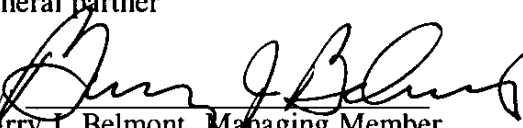
b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

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

**MERGING COMPANY:**

WESTON COMMON AREA LLLP,  
A Florida limited liability limited partnership

By: WESTON COMMON AREA, LLC,  
A Florida limited liability company, sole  
general partner

By:   
Barry J. Belmont, Managing Member

**SURVIVING COMPANY:**

WESTON COMMON AREA, LLC,  
a Florida limited liability company

By:   
Barry J. Belmont, Managing Member

**PLAN OF MERGER**

**BETWEEN**

**WESTON COMMON AREA LLLP  
(A Florida limited liability limited partnership)**

**AND**

**WESTON COMMON AREA, LLC  
(a Florida limited liability company)**

**PLAN OF MERGER** ("Plan"), dated as of the 21<sup>st</sup> day of September, 2006, with respect to **WESTON COMMON AREA LLLP**, a Florida limited liability limited partnership (the "Merging Company"), and **WESTON COMMON AREA, LLC**, a Florida limited liability company (the "Surviving Company").

**BACKGROUND:**

- A. The Merging Company owns all of the fee simple interest in the common property of a commercial development commonly known as Weston Town Center, located in Weston, Broward County, Florida (the "Property").
- B. The Surviving Company is the sole general partner of the Merging Company.
- C. In order to better allow for centralized management, reduce administrative costs and to simplify the operation and financing of the Property, the Merging Company desires to merge with and into the Surviving Company.
- D. As a result of this merger, the Surviving Company will become the sole owner of the entire fee simple interest in the Property.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree as stated forth herein, incorporating by reference the terms of the Background above as if fully set forth at length herein:

1. Effectiveness. This Plan shall be effective on the later of the date that the Certificate of Merger incorporating this Plan (the "Certificate of Merger") is filed with the Florida Department of State (the "Department of State"). The date determined in accordance with the preceding sentence is referred to hereinafter as the "Effective Date."

2. Effect. On the Effective Date, as defined in Section 1 hereof, the Merging Company shall be merged with and into the Surviving Company, and the separate existence of

the Merging Company, except insofar as it may be continued by law, shall cease, all with the effect provided in the laws of the State of Florida. Upon merger of the Merging Company with and into the Surviving Company, the Surviving Company shall assume all of the obligations of the Merging Company, and will acquire all of the partnership interests in the Merging Company including all of the interests in profits and capital of the Merging Company. The Surviving Company shall receive no consideration in connection with this Merger. The membership interests of the Surviving Company shall not be affected by this Merger. On the Effective Date, all property of the Merging Company, real, personal and mixed (including, without limitation, the Property), and all debts due to the Merging Company on whatever account and all other things in action or belonging to the Merging Company shall be vested in the Surviving Company.

3. Surviving Company's Articles of Organization and Operating Agreement. On and after the Effective Date, the Articles of Organization of the Surviving Company filed on October 1, 2002, as amended by Articles of Amendment filed on May 12, 2003, together with the Surviving Company's Operating Agreement dated effective as of November 18, 2002, shall be the operative organic documents governing the Surviving Company, until changed as therein set forth and in accordance with applicable law.

4. Sole Member of Surviving Company. On and after the Effective Date, until changed in accordance with the Surviving Company's Operating Agreement, the sole member of the Surviving Company, Barry J. Belmont, shall continue to be the sole member and the sole Managing Member of the Surviving Company.

5. Membership Interests of Surviving Company. The membership interests of the Surviving Company outstanding immediately prior to the Effective Date shall not be affected by this Merger.

6. Termination. This Plan may be terminated at any time on or before the Effective Date by the Merging Company or the Surviving Company.

7. Further Assurances. If at any time the Surviving Company, or its successors or assigns, shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, or record or otherwise, in the Surviving Company its rights, title or interest in, to or under any of the rights, properties or assets of the Merging Company acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger, or (b) otherwise carry out the purposes of this Plan, the Merging Company and its general partner or authorized agents shall be deemed to have granted to the Surviving Company an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Company and otherwise carry out the purposes of this Plan; and the member and authorized agents of the Surviving Company are fully authorized in the name of the Merging Company or otherwise to

take any and all such action. Pursuant to Fl. Stat. 608.4382(2) the Surviving Company shall promptly record a certified copy of the Articles of Merger in Broward County, Florida.

8. Governing Law. All rights and obligations under this Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida , without regard to principles of conflicts of laws.

9. Consent to Plan of Merger & Waiver of Notice. The undersigned, being the sole general partner of the Merging Company, the sole limited partner of the Merging Company, and the sole member of Surviving Company, hereby votes in favor of this Plan of Merger, consents to the Merger and waives the requirement of written notice pursuant to Chapters 608 and 620 of the Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Plan of Merger this as of the date first above written.

**MERGING COMPANY:**

WESTON COMMON AREA LLLP,  
A Florida limited liability limited partnership

By: WESTON COMMON AREA, LLC,  
A Florida limited liability company, sole  
general partner

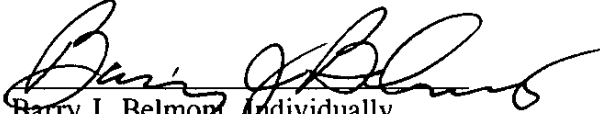
By:   
Barry J. Belmont, Managing Member

**SOLE GENERAL PARTNER OF  
MERGING COMPANY:**

WESTON COMMON AREA, LLC,  
A Florida limited liability company, sole  
general partner

By:   
Barry J. Belmont, Managing Member

**SOLE LIMITED PARTNER OF  
MERGING COMPANY:**

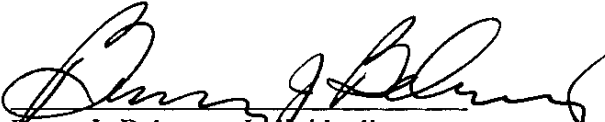
  
Barry J. Belmont, Individually

**SURVIVING COMPANY:**

WESTON COMMON AREA, LLC,  
a Florida limited liability company

By:   
Barry J. Belmont, Managing Member

**SOLE MEMBER OF  
SURVIVING COMPANY:**

  
Barry J. Belmont, Individually