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JOSEPH C. KEMPE, Esq., 1,2,3
DAVID C. TISSELL, Esq.

1LL.M. IN TAX LAW
2BOARD CERTIFIED IN TAX LAW
3BOARD CERTIFIED IN WILLS,
TRUSTS, AND ESTATES
4ALSO ADMITTED IN NY

TAX ACCOUNTANTS
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941 NORTH HIGHWAY A1A
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TELEPHONE (561) 747-7300
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December 19, 2000
Respond to Jupiter Office

ROYAL PALM FINANCIAL CENTER II
SUITE 200
769 SOUTH FEDERAL HIGHWAY
STUART, FLORIDA 34994
TELEPHONE (561) 223-0700
FAX (561) 223-0707

AZALEA LANE
SUITE B
664 AZALEA LANE
VERO BEACH, FLORIDA 32963
TELEPHONE (561) 562-4022
FAX (561) 234-1422

NATIONAL WATS LINE
1-800-747-3113

WEBSITE
WWW.JCKEMPE.COM

VIA FEDERAL EXPRESS

Florida Department of State
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

Re: Westmount Financial Limited Partnership
Articles of Merger
Our File No. 2071.602

Dear Sir/Madam:

Enclosed for filing are an original and one copy of Articles of Merger for the above limited partnership together with a check in the amount of \$70.00 for the filing fee.

Please acknowledge receipt of the Articles of Merger on the copy and return it to this firm in the envelope provided. Thank you for your assistance.

Very truly yours,

JOSEPH C. KEMPE
PROFESSIONAL ASSOCIATION
Attorneys and Counselors at Law

By:

Harry S. Colburn, Jr.
Associate Attorney
For the Firm

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 DEC 21 PM 2:04

HSC/ml

Enclosures

cc: Mr. Mark Greenwood (w/enclosure)



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

January 8, 2001

HARRY S. COLBURN, JR.
JOSEPH C. KEMPE PROFESSIONAL ASSOCIATION
941 NORTH HIGHWAY A1A
JUPITER, FL 33477

SUBJECT: WESTMOUNT FINANCIAL LIMITED PARTNERSHIP
Ref. Number: A93000001291

We have received your document for WESTMOUNT FINANCIAL LIMITED PARTNERSHIP and your check(s) totaling \$70.00. However, the document has not been filed and is being retained in this office for the following:

The fees to file the articles of merger are as follows:

For each Limited Partnership:	\$52.50
For each Limited Liability Company:	25.00
For each Corporation:	35.00
For each General Partnership:	25.00
All Others:	No Charge

There is a balance due of \$35.00.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 601A00000918

ARTICLES OF MERGER
Merger Sheet

MERGING:

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida Limited
Partnership, A93000001291
,

INTO

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, entity not qualified in
Florida.

File date: December 21, 2000, effective December 31, 2000

Corporate Specialist: Michelle Hodges

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 DEC 21 PM 2:02

ARTICLES OF MERGER

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, and WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, hereby join in these Articles of Merger:

A. The limited partnerships which are the parties to the merger are WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership (the "Absorbed Limited Partnership"), and WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership (the "Surviving Limited Partnership"). The Absorbed Limited Partnership shall be merged into the Surviving Limited Partnership, which shall be the surviving limited partnership.

B. The terms and conditions of the plan of merger are that the Surviving Limited Partnership shall receive all of the assets and rights and assume certain liabilities, debts and charges of the Absorbed Limited Partnership, pursuant to the Agreement and Plan of Merger attached hereto as Exhibit "A" and incorporated herein as if fully set forth.

C. The Agreement and Plan of Merger was adopted by the partners of each limited partnership on December 1st, 2000 by unanimous consent and in accordance with the laws of the respective state of each limited partnership.

D. The merger is permitted by the laws of the state of each party to the merger.

E. Each party to the merger has complied or shall comply with the applicable laws of its state.

F. These Articles of Merger and the merger shall be effective as of the close of business on December 31, 2000.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
00 DEC 21 PM 2:02

IN WITNESS WHEREOF, the said limited partnerships have caused these Articles of Merger to be executed by their General Partners this 1st day of December, 2000.


WESTMOUNT FINANCIAL LIMITED PARTNERSHIP,
a Florida ~~limited partnership~~

By: CIF, INC., General Partner

By: 
Richard S. Cabral, President

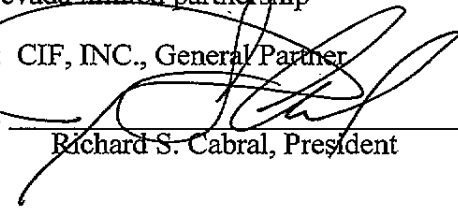
Attest:

(CORPORATE SEAL)


Mark Greenwood, Secretary

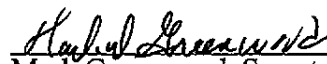
WESTMOUNT FINANCIAL LIMITED PARTNERSHIP,
a Nevada ~~limited partnership~~

By: CIF, INC., General Partner

By: 
Richard S. Cabral, President

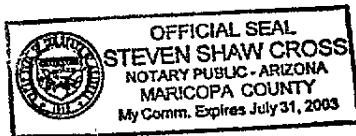
Attest:

(CORPORATE SEAL)


Mark Greenwood, Secretary

STATE OF Arizona)
COUNTY OF Maricopa) SS.

The foregoing was acknowledged before me this 1st day of December, 2000 by RICHARD S. CABRAL as President of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the limited partnership. He is (☒) personally known to me or (☐) produced _____ as identification.



Steven Shaw Cross
Notary Public
STEVEN SHAW CROSS
Name of Notary Public Printed

My Commission Number: N/A

My Commission Expires July 31, 2003

STATE OF ARIZONA)
COUNTY OF Maricopa) SS.

The foregoing was acknowledged before me this 1st day of December, 2000 by RICHARD S. CABRAL as President of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of the limited partnership. He is (☒) personally known to me or (☐) produced _____ as identification.



Steven Shaw Cross
Notary Public
STEVEN SHAW CROSS
Name of Notary Public Printed

My Commission Number: N/A

My Commission Expires July 31, 2003

STATE OF NH)
COUNTY OF Hillsborough)SS.

The foregoing was acknowledged before me this 1 day of December, 2000 by MARK GREENWOOD as Secretary of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the limited partnership. He is () personally known to me or () produced _____ as identification.

Lisa M. Godbois
Notary Public
Lisa M. Godbois
Name of Notary Public Printed

My Commission Number: _____

My Commission Expires Jan. 8, 2003

STATE OF NH)
COUNTY OF Hillsborough)SS.

The foregoing was acknowledged before me this 1 day of December, 2000 by MARK GREENWOOD as Secretary of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of the limited partnership. He is () personally known to me or () produced _____ as identification.

Lisa M. Godbois
Notary Public
Lisa M. Godbois
Name of Notary Public Printed

My Commission Number: _____

My Commission Expires Jan. 8, 2003

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated this 1st day of December, 2000, by and between WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a limited partnership organized under and governed by the laws of the State of Nevada and whose address is 6929 East Greenway Parkway, Suite 190, Scottsdale, Arizona 85254 (the "Surviving Limited Partnership"), and WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a limited partnership organized under and governed by the laws of the State of Florida and whose address is 4500 PGA Blvd., Suite 303-B, Palm Beach Gardens, Florida 33418 (the "Absorbed Limited Partnership"), the two limited partnerships being herein sometimes collectively called the "Constituent Limited Partnerships",

WITNESSETH:

WHEREAS, the Surviving Limited Partnership is a limited partnership duly organized and existing under the laws of the State of Nevada, having been formed on or about December 1, 2000, by the filing on or about said date of the documents then required by applicable statutes with the Department of State, State of Nevada; and

WHEREAS, the Absorbed Limited Partnership is a limited partnership duly organized and existing under the laws of the State of Florida, having been formed on or about December 3, 1993, by Certificate of Limited Partnership filed with the Secretary of State, State of Florida; and

WHEREAS, the partners of the Surviving Limited Partnership and the Absorbed Limited Partnership have determined that it is advisable and in their best interests that the Absorbed Limited Partnership be merged into the Surviving Limited Partnership on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, it is agreed that, in accordance with the applicable statutes of the States of Florida and Nevada, the Absorbed Limited Partnership shall be and hereby is, at the Effective Date of the merger, merged into the Surviving Limited Partnership, which shall be the Surviving Limited Partnership, and the terms and conditions of such merger and the plan or mode of carrying it into effect shall be as follows:

ARTICLE I

CERTIFICATE OF LIMITED PARTNERSHIP

From and after the Effective Date of the merger and until thereafter amended as provided by law, the Certificate of Limited Partnership of the Surviving Limited Partnership, which is organized under the laws of the State of Nevada, shall be, and may be separately certified as, the Certificate of Limited Partnership of the Surviving Limited Partnership.

ARTICLE II

AGREEMENT OF LIMITED PARTNERSHIP

From and after the Effective Date of the merger and until thereafter amended as permitted by law, the Agreement of Limited Partnership of the Surviving Limited Partnership, which is organized under the laws of the State of Nevada, shall be the Agreement of Limited Partnership of the Surviving Limited Partnership.

ARTICLE III

SURVIVING LIMITED PARTNERSHIP TO SUCCEED TO PROPERTIES AND OBLIGATIONS OF THE ABSORBED LIMITED PARTNERSHIP

At the Effective Date of the merger, the Absorbed Limited Partnership shall be merged into the Surviving Limited Partnership, the separate existence of the Absorbed Limited Partnership shall cease, and the Surviving Limited Partnership shall continue in existence as the Surviving Limited Partnership, and, without other transfer or assumption, succeed to and possess all the estate, properties, rights, privileges, powers, and franchises, of a public as well as of a private nature, and assume and be subject to all of the liabilities, obligations, debts, restrictions, disabilities and duties, of each of the Constituent Limited Partnerships.

If at any time the Surviving Limited Partnership shall consider or be advised that any further assignments, conveyances or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers and directors of the Constituent Limited Partnerships, or either of them, as of the Effective Date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

ARTICLE IV

CONVERSION OF PARTNERSHIP INTERESTS

At the Effective Date of the merger, each percentage partnership interest held respectively by the partners in the capital, profits and losses of the Absorbed Limited Partnership shall be converted into the same proportionate percentage interest to be held respectively by those same partners in the capital, profits and losses of the Surviving Limited Partnership.

ARTICLE V

GENERAL PARTNER OF SURVIVING LIMITED PARTNERSHIP

The name and business address of the General Partner of the Surviving Limited Partnership are as follows:

General Partner

CIF, INC., a Nevada corporation

Business Address

6929 East Greenway Parkway
Suite 190
Scottsdale, AZ 85254

ARTICLE VI

PROHIBITED TRANSACTIONS

Neither of the Constituent Limited Partnerships shall, prior to the Effective Date of the merger, engage in any activity or transaction other than in the ordinary course of business, except that each of the Constituent Limited Partnerships may take all action necessary or appropriate under the applicable state laws to consummate this merger.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

A. The Surviving Limited Partnership represents and warrants, as of the date of this Agreement and Plan of Merger and as of the Effective Date, that the Surviving Limited Partnership is a limited partnership validly formed under the laws of the State of Nevada.

B. The Absorbed Limited Partnership represents and warrants, as of the date of this Agreement and Plan of Merger and as of the Effective Date, that the Absorbed Limited Partnership is a limited partnership validly formed under the laws of the State of Florida.

ARTICLE VIII

PARTNER APPROVAL; EFFECTIVE DATE

This Agreement and Plan of Merger shall be submitted to the partners of each of the Constituent Limited Partnerships. If this Agreement and Plan of Merger is duly approved and adopted by such partners and is not abandoned pursuant to the provisions of Article IX hereof, Articles of Merger, with this Agreement and Plan of Merger attached as an Exhibit, shall be executed, acknowledged, filed and recorded in accordance with the laws of the States of Florida and Nevada. The merger shall be effective as of the close of business on December 31, 2000, such time being herein sometimes called "the Effective Date of the merger".

ARTICLE IX

ABANDONMENT

This Agreement and Plan of Merger may be abandoned at any time before or after action thereon by the General Partners of the Absorbed Limited Partnership or the Surviving Limited Partnership or both, notwithstanding favorable action on the merger by the General Partners of the Absorbed Limited Partnership or the Surviving Limited Partnership or both, but not later than the Effective Date of the merger, by the mutual consent of the General Partners of the Absorbed Limited Partnership and the Surviving Limited Partnership.

In the event of abandonment by the General Partners of either the Absorbed Limited Partnership or the Surviving Limited Partnership as provided above, written notice shall forthwith be given to the other party.

ARTICLE X

MODIFICATION AND WAIVER

The Absorbed Limited Partnership and the Surviving Limited Partnership, by mutual consent of their respective General Partners, may amend, modify and supplement this Agreement and Plan of Merger in such manner as may be agreed upon by them in writing at any time before or after action thereon by the General Partners of the Absorbed Limited Partnership or of the Surviving Limited Partnership or both; provided, however, that no such amendment, modification or supplement shall affect the rights of the partners of the Absorbed Limited Partnership or the Surviving Limited Partnership in a manner which is materially adverse to such partners in the judgment of their respective General Partners. The Absorbed Limited Partnership or the Surviving Limited Partnership, may, pursuant to action by its General Partners, by an instrument in writing, extend the time for or waive the performance of any of the obligations of the other or waive compliance by the other with any of the covenants or conditions contained in this Agreement; provided, however, that no such waiver or extension shall affect the rights of the partners of the Absorbed Limited Partnership or the Surviving Limited Partnership in a manner which is materially adverse to such partners in the judgment of its General Partners so acting.

IN WITNESS WHEREOF, the Absorbed Limited Partnership and the Surviving Limited Partnership, each pursuant to the approval and authority duly given by resolutions adopted by its duly acting General Partner, has each caused this Agreement and Plan of Merger to be executed by its duly authorized General Partner.

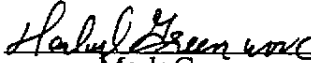
WESTMOUNT FINANCIAL LIMITED PARTNERSHIP,
a Nevada limited partnership

By: CIF, INC., General Partner

By: 
Richard S. Cabral, President

ATTEST:

(CORPORATE SEAL)


Mark Greenwood, Secretary

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP,
a Florida limited partnership

By: CIF, INC., General Partner

By: 
Richard S. Cabral, President

ATTEST:


(CORPORATE SEAL)


Mark Greenwood, Secretary

CERTIFICATE OF CORPORATE SECRETARY

I, Mark Greenwood, Secretary of CIF, INC., General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Nevada, hereby certify and state, under penalties of perjury, as such Secretary and under the seal of said corporation, that the Agreement and Plan of Merger dated December 1, 2000, between WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, as the Absorbed Limited Partnership, and WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, as the Surviving Limited Partnership, to which this Certificate is attached, was duly adopted on December 1, 2000, by the unanimous consent of all of the partners of said Surviving Limited Partnership, and that thereby the Agreement and Plan of Merger was duly adopted as the act of said Surviving Limited Partnership and as the duly adopted Agreement and Plan of Merger of said Surviving Limited Partnership.

WITNESS my hand and the seal of CIF, INC., as General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, on this 1st day of December, 2000.




Mark Greenwood, Secretary

CERTIFICATE OF CORPORATE SECRETARY

I, Mark Greenwood, Secretary of CIF, INC., General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a limited partnership organized and existing under the laws of the State of Florida, hereby certify and state, under penalties of perjury, as such Secretary and under the seal of said corporation, that the Agreement and Plan of Merger dated December 1, 2000, between WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, as the Absorbed Limited Partnership, and WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, as the Surviving Limited Partnership, to which this Certificate is attached, was duly adopted on December 1, 2000, by the unanimous consent of all of the partners of said Absorbed Limited Partnership, and that thereby the Agreement and Plan of Merger was duly adopted as the act of said Absorbed Limited Partnership and as the duly adopted Agreement and Plan of Merger of said Absorbed Limited Partnership.

WITNESS my hand and the seal of CIF, INC., as General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, on this 1st day of December, 2000.



Mark Greenwood, Secretary

The above Agreement and Plan of Merger, having been approved by all of the partners of each party thereto, in accordance with the Florida and Nevada Statutes, and that fact having been certified on said Agreement and Plan of Merger by the Secretary of the General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, and by the Secretary of the General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, the undersigned do now hereby execute the said Agreement and Plan of Merger as the respective act, deed and agreement of each of said Limited Partnerships, on this 25th day of December, 2000.

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP,
a Nevada limited partnership

By: CIF, INC., General Partner

By: 
Richard S. Cabral, President

ATTEST:

(CORPORATE SEAL)


Mark Greenwood, Secretary

WESTMOUNT FINANCIAL LIMITED PARTNERSHIP,
a Florida limited partnership

By: CIF, INC., General Partner

By: 
Richard S. Cabral, President

ATTEST:

(CORPORATE SEAL)


Mark Greenwood, Secretary

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS:

Before me, the undersigned authority, personally appeared RICHARD S. CABRAL, and he acknowledged before me that he executed the foregoing Agreement and Plan of Merger as President of the General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Nevada limited partnership, after being authorized by the unanimous vote of the shareholders and directors of said General Partner to sign the Agreement and Plan of Merger on behalf of the Limited Partnership; that he caused the seal of the General Partner to be affixed by the Secretary of the corporation, that he signed the Agreement and Plan of Merger as the act, deed and agreement of said Limited Partnership, and that he is (☒) personally known to me or (☐) produced as identification.

WITNESS my hand and official seal at 12:25 P.M., this 1ST day of December, 2000.



Steven Shaw Cross
Notary Public
STEVEN SHAW CROSS
Name of Notary Public Printed
My Commission Number: N/A
My Commission Expires JULY 31, 2003

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS:

Before me, the undersigned authority, personally appeared RICHARD S. CABRAL, and he acknowledged before me that he executed the foregoing Agreement and Plan of Merger as President of the General Partner of WESTMOUNT FINANCIAL LIMITED PARTNERSHIP, a Florida limited partnership, after being authorized by the unanimous vote of the shareholders and directors of said General Partner to sign the Agreement and Plan of Merger on behalf of the Limited Partnership; that he caused the seal of the General Partner to be affixed by the Secretary of the corporation, that he signed the Agreement and Plan of Merger as the act, deed and agreement of said Limited Partnership, and that he is (☒) personally known to me or (☐) produced as identification.

WITNESS my hand and official seal at 12:25 P.M., this 1ST day of December, 2000.



Steven Shaw Cross
Notary Public
STEVEN SHAW CROSS
Name of Notary Public Printed
My Commission Number: N/A
My Commission Expires JULY 31, 2003