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TALLAHASSEE, FLORIDA

M. THOMAS

FEB - 2 2009

EXAMINER



STEPHEN R. KRETSCHMAN

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FAX 616.222.2124

skretschman@wnj.com

January 27, 2009

Corporate Filings
Division of Corporations
Department of State
P. O. Box 6327
Tallahassee, Florida 32314

Re: **Certificate of Merger / Center Pointe Property, L.L.C.**

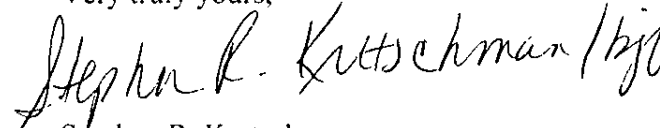
Dear Madam or Sir:

I enclose a Certificate of Merger and attached Plan of Merger (Exhibit A) of RFW Hospitality, LLC, and PMW Hospitality, LLC, into Center Pointe Property, L.L.C. Also enclosed is our check in the amount of \$75 to cover the filing fee.

Please return a certified copy of the Certificate of Merger to me (additional copy enclosed) upon filing for our records. Enclosed is an additional check in the amount of \$30 to cover the certification fee.

Should you have any questions regarding the enclosed, please contact me.

Very truly yours,


Stephen R. Kretschman

bjf

Enclosures

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ORIGINAL

CERTIFICATE OF MERGER FOR

**RFW PANAMA PROPERTIES, L.L.C., PMW PANAMA PROPERTIES, L.L.C. AND
PANAMA PROPERTIES, L.L.C.**

Pursuant to Section 608.4382 of the Florida Limited Liability Company Act the undersigned limited liability companies execute and submit the following Certificate of Merger.

1. The Plan of Merger is attached as Exhibit A.
2. The exact name, entity type and jurisdiction of each constituent (merging) entity is:

RFW Panama Properties, L.L.C., a Florida limited liability company

L-10132

PMW Panama Properties, L.L.C., a Florida limited liability company

L-10131

Panama Properties, L.L.C., a Florida limited liability company

3. The exact name of the surviving entity, its entity type and jurisdiction are:

Panama Properties, L.L.C., a Florida limited liability company, 383551636

L-10134

4. The street address of the surviving entity's principal place of business is 2033 Main Street, Suite 405, Sarasota, Florida 34237.
5. The merger shall be effective on the date this Certificate of Merger is filed.
6. The Plan of Merger was approved by each constituent entity in accordance with the applicable provisions of Chapter 608 of the Florida statutes.

This Certificate of Merger is signed on January 23, 2009.

PANAMA PROPERTIES, L.L.C.
a Florida limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Pauline M. Westman
Pauline M. Westman, Manager

By Don L. Wilson
Don L. Wilson, Manager

RFW PANAMA PROPERTIES, L.L.C.
a Florida limited liability company

By Ronald F. Westman
Ronald F. Westman, Managing
Member

PMW PANAMA PROPERTIES, L.L.C.
a Florida limited liability company

By Pauline M. Westman
Pauline M. Westman, Managing
Member

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EXHIBIT A

PLAN OF MERGER

RFW PANAMA PROPERTIES, L.L.C., PMW PANAMA PROPERTIES, L.L.C. AND
PANAMA PROPERTIES, L.L.C.

THIS PLAN OF MERGER ("**Plan of Merger**") is made on January 23, 2009, by and between RFW PANAMA PROPERTIES, L.L.C., a Florida limited liability company ("**RFW**"), PMW PANAMA PROPERTIES, L.L.C., a Florida limited liability company ("**PMW**") and PANAMA PROPERTIES, L.L.C., a Florida limited liability company ("**Panama Properties**").

RECITALS

The undersigned Members and Managers propose to merge RFW and PMW with and into Panama Properties upon the following terms and conditions:

ARTICLE I

Upon the Effective Date (defined below) RFW, PMW and Panama Properties shall be merged in accordance the Florida Limited Liability Company Act ("**Act**").

ARTICLE II

In accordance with the Act, if a limited liability company is managed by managers, a majority of the managers who are members of the limited liability company must approve a plan of merger. Whether member managed or manager managed, a majority-interest of the members is required to approve a merger. RFW is member managed. Ronald F. Westman is the sole member and the managing member of RFW. PMW is member managed. Pauline M. Westman is the sole member and managing member of PMW. Panama Properties is manager managed. The managers of Panama Properties are Ronald F. Westman, Pauline M. Westman and Don L. Wilson. Ronald F. Westman and Pauline M. Westman are the members of and possess all of the ownership interests in Panama Properties.

ARTICLE III

Upon the Effective Date of the merger, in accordance with and as provided in this Plan of Merger and the Act:

1. RFW and PMW shall merge with and into Panama Properties, which shall survive the merger ("**Surviving Entity**"), and they shall become a single entity. The separate existence of RFW and PMW ("**Disappearing Entities**") shall cease. The

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principal place of business of the Surviving Entity is 2033 Main Street, Suite 405, Sarasota, Florida 34237.

2. The Surviving Entity shall thereupon and thereafter have all the rights, privileges, immunities, and powers, and be subject to all of the duties and liabilities of, a limited liability company organized under the laws of the State of Florida, and shall have and possess all of the rights, privileges, immunities, and franchises, public or private, of the Disappearing Entities.

3. Title to all real, personal, and other property, including all accounts and debts receivable, promises to make contributions, and every other right or interest of, owned by, belonging to, or due to the Disappearing Entities, shall be vested in the Surviving Entity, without further act or deed and without reversion or impairment.

4. The Surviving Entity shall be responsible and liable for all the liabilities and obligations of the Disappearing Entities, and all proceedings pending against the Disappearing Entities may be continued as if the merger had not occurred, or the Surviving Entity may be substituted in the proceeding for the Disappearing Entities.

5. All acts, policies, agreements, arrangements, approvals, and authorizations of the Disappearing Entities, its managers, and agents, which were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals, and authorizations of the Surviving Entity and shall be effective and binding thereon.

6. The Articles of Organization of the Surviving Entity will remain unchanged and be the Articles of Organization of the Surviving Entity until thereafter amended in accordance with the terms of such Articles of Organization.

7. The Operating Agreement of the Surviving Entity shall remain unchanged and constitute the Operating Agreement of the Surviving Entity until thereafter altered, amended, or repealed in accordance with the terms of such Operating Agreement.

8. The managers of the Surviving Entity shall be and constitute the managers of the Surviving Entity until their successors are elected or until death, resignation, or removal from office of the Surviving Entity in accordance with the Act and the terms of the Operating Agreement of the Surviving Entity.

ARTICLE IV

On the Effective Date of the merger, the membership interests and all rights to acquire such and additional membership interests of the Disappearing Entities, shall be merged into the membership interest of the Surviving Entity and there shall be no change in the membership interest of the Surviving Entity. Accordingly on the Effective Date of this merger, Ronald F. Westman and Pauline M. Westman will possess equal membership interests in the

Surviving Entity and will not possess rights to acquire additional membership interests except as set forth in the Operating Agreement of the Surviving Entity. The Disappearing Entities or the Members of the Disappearing Entities shall not receive any cash, property or other consideration for their respective membership interests in the Disappearing Entities.

ARTICLE V

On the Effective Date of the merger (a) the assets of the Disappearing Entities shall be taken up on the books of the Surviving Entity in the amounts at which such assets were carried on their respective books immediately prior to the Effective Date; and (b) the liabilities and reserves of the Disappearing Entities shall be taken up on the books of the Surviving Entity in the amounts at which liabilities and reserves were carried on their respective books immediately prior to the Effective Date.

ARTICLE VI

The Disappearing Entities shall, from time to time, as and when requested by the Surviving Entity or its successors or assigns, execute and deliver or cause to be executed and delivered such deeds, instruments, assignments, or assurances as the Surviving Entity may deem necessary or desirable in order to vest in and confirm in the Surviving Entity title to and possession of any property or rights the Disappearing Entities acquired or will acquire by reason of or as a result of this merger, or otherwise to carry out the purpose of this Plan of Merger. Any person who, immediately before the merger became effective, was a manager of the Disappearing Entities, as the case may be, is fully authorized in the name of such Disappearing Entities to execute any and all such deeds, instruments, assignments, or assurances, or to take any and all action deemed necessary or appropriate to accomplish the intent of this Plan of Merger.

ARTICLE VII

The Effective Date of the merger accomplished pursuant to this Plan of Merger is the date the Certificate of Merger is filed

ARTICLE VIII

The Parties understand that the Act requires that if the Plan of Merger is submitted to the Members for their written approval or other action without a meeting, then all Members must be given written notice of any action with respect to the approval of the plan of merger not fewer than 30 or more than 60 days before the Effective Date of the merger. The Parties further understand that such notification may be waived in writing by each Member and by signing this Plan of Merger each Member hereby waives such notification requirements

relating to the Plan of Merger and agree that their signing this Plan of Merger constitutes written consent.

By signing this Plan of Merger the undersigned constituting all of the Members and Managers of RFW, PMW and Panama Properties unanimously approve this Plan of Merger and the terms and merger contemplated therein in accordance with the Operating Agreements and the Act and authorize the Managers to sign the Certificate of Merger to implement the foregoing.

RFW PANAMA PROPERTIES, L.L.C.
a Florida limited liability company

By Ronald F. Westman
Ronald F. Westman, Sole Member

PMW PANAMA PROPERTIES, L.L.C.
a Florida limited liability company

By Pauline M. Westman
Pauline M. Westman, Sole Member

PANAMA PROPERTIES, L.L.C.
a Florida limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Pauline M. Westman
Pauline M. Westman, Manager

By Don L. Wilson
Don L. Wilson, Manager

Pauline M. Westman
Pauline M. Westman, Member

Pauline M. Westman
Pauline M. Westman, Member

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