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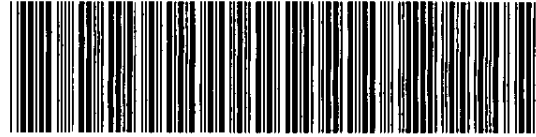
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TALLAHASSEE, FLORIDA

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M. THOMAS

FEB - 2 2009

EXAMINER

ORIGINAL

CERTIFICATE OF MERGER FOR
RFW HOSPITALITY, LLC, PMW HOSPITALITY, LLC AND
CENTER POINTE PROPERTY, L.L.C.

Pursuant to the provisions of the Michigan Act 23, Public Acts of 1993 and Section 608.4382 of the Florida Limited Liability Company Act the undersigned limited liability companies execute the following Certificate of Merger.

1. The Plan of Merger is attached as Exhibit A.
2. The name, entity type, jurisdiction and respective Michigan identification number, if any, of each constituent (merging) entity is:

RFW Hospitality, LLC, a Michigan limited liability company (Michigan identification number: B59180)

PMW Hospitality, LLC, a Michigan limited liability company (Michigan identification number: B59181)

Center Pointe Property, L.L.C., a Florida limited liability company (Michigan identification number: None)

3. The name of the surviving entity is:
Center Pointe Property, L.L.C., a Florida limited liability company
4. The street address of the surviving entity's principal place of business is 2033 Main Street, Suite 405, Sarasota, Florida 34237.
5. The organizing and governing documents, including the Articles of Organization and Operating Agreement, of the surviving entity are not amended as part of the merger.
6. The Plan of Merger was approved unanimously by the members and managers, including managers who are also members, of each limited liability company in accordance with Section 702(1) of the Michigan Limited Liability Company Act and the applicable provisions of Chapter 608 of the Florida statutes.
7. This document is signed in accordance with Section 103 of the Michigan Limited Liability Company Act.

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

RFW HOSPITALITY, LLC
a Michigan limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Pauline M. Westman
Pauline M. Westman, Manager

By Donald Wilson
Donald Wilson, Manager

PMW HOSPITALITY, LLC
a Michigan limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Pauline M. Westman
Pauline M. Westman, Manager

By Donald Wilson
Donald Wilson, Manager

CENTER POINTE PROPERTY, L.L.C.
a Florida limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Donald Wilson
Donald Wilson, Manager

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TALLAHASSEE, FLORIDA

EXHIBIT A
PLAN OF MERGER

RFW HOSPITALITY, LLC, PMW HOSPITALITY, LLC AND
CENTER POINTE PROPERTY, L.L.C.

THIS PLAN OF MERGER ("**Plan of Merger**") is made on January 23, 2009, by and between RFW HOSPITALITY, LLC, a Michigan limited liability company ("**RFW**"), PMW HOSPITALITY, LLC, a Michigan limited liability company ("**PMW**") and CENTER POINTE PROPERTY, L.L.C., a Florida limited liability company ("**Center Pointe**").

RECITALS

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

ARTICLE I

Upon the Effective Date (defined below) RFW, PMW and Center Pointe shall be merged in accordance with the Michigan Limited Liability Company Act and the Florida Limited Liability Company Act (collectively, the "**Act**").

ARTICLE II

In accordance with the Michigan Limited Liability Company Act, the unanimous vote of the Members entitled to vote is required to approve a merger of RFW and PMW with or into one or more business organizations. In accordance with the Florida Limited Liability Company Act, a majority vote of the managers who are members of a limited liability company which is not managed by its members, and a majority-in-interest of the members, is required to approve a merger. Ronald F. Westman is the sole member of RFW. Pauline M. Westman is the sole member of PMW. Ronald F. Westman and Pauline M. Westman all all of the owners of the membership interests of Center Pointe. The managers of RFW and PMW are Ronald F. Westman, Pauline M. Westman, and Donald Wilson. The managers of Center Pointe are Ronald F. Westman and Donald Wilson.

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 Center Pointe, 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 Florida Limited Liability Company 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,

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Ronald F. Westman and Pauline M. Westman will possess equal membership interests in the Surviving Entity and will not receive or possess rights to receive 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 Parties understand that the Florida Limited Liability Company Act requires that if the Agreement and 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.

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By signing this Plan of Merger the undersigned constituting all of the Members and Managers of RFW, PMW and Center Pointe unanimously approve this Agreement and 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 HOSPITALITY, LLC
a Michigan limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Pauline M. Westman
Pauline M. Westman, Manager

By Donald Wilson
Donald Wilson, Manager

Ronald F. Westman
Ronald F. Westman, Sole Member

CENTER POINTE PROPERTY, L.L.C.
a Florida limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Donald Wilson
Donald Wilson, Manager

Ronald F. Westman
Ronald F. Westman, Member

Pauline M. Westman
Pauline M. Westman, Member

PMW HOSPITALITY, LLC
a Michigan limited liability company

By Ronald F. Westman
Ronald F. Westman, Manager

By Pauline M. Westman
Pauline M. Westman, Manager

By Donald Wilson
Donald Wilson, Manager

Pauline M. Westman
Pauline M. Westman, Sole Member

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