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(City/State/Zip/Phone #)

PICK-UP     WAIT     MAIL

\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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

Special Instructions to Filing Officer:

**L. SELLERS**

**OCT 22 2010**

**EXAMINER**

Office Use Only

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

10 OCT 21 PM 1:42

**FILED**



**FLETCHER, TILTON & WHIPPLE, P.C.**  
C O U N S E L O R S   A T   L A W

**VIA FEDERAL EXPRESS**

October 20, 2010

Florida Department of State  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: RLA Realty, LLC – Merger  
Kenwood Syracuse, LLC – Merger  
Kenwood Bridgeport, LLC – Merger  
Kenwood Coconut Creek, LLC – Merger  
Kenwood Sterling, LLC - Merger

Ladies and Gentlemen:

Enclosed herewith for filing for each of the above listed five (5) limited liability companies please find:

1. Certificate of Merger;
2. Copy of Agreement of Merger and Plan of Reorganization; and
3. Check in the amount of \$80.00 representing the filing and certified copy fees.

Please forward a certified copy of the approved Certificate of Merger for each of the limited liability companies to the undersigned at the address given on the Cover Letters.



Florida Department of State  
October 20, 2010  
Page Two

Thank you for your assistance. If you need anything further in regard to these documents, please contact me at 508-459-8065.

Very truly yours,  
FLETCHER, TILTON & WHIPPLE, P.C.

*Melanie A. Ells*

Melanie A. Ells  
Corporate Paralegal

***Direct Line: (508) 459-8065***  
***Direct Fax: (508) 459-8365***  
***E-mail: mells@ftwlaw.com***

Enclosures

**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** Kenwood Sterling, 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:

Melanie a. Ells  
Contact Person  
Fletcher, Tilton & Whipple, P.C.  
Firm/Company  
370 Main Street, Suite 1200  
Address  
Worcester, MA 01608  
City, State and Zip Code  
mells@ftwlaw.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Melanie A. Ells at ( 508 ) 459-8065  
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  
Florida Limited Liability Company**

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>
Kenwood Sterling, LLC	Delaware	LLC
Kenwood Sterling, LLC	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>
Kenwood Sterling, LLC	Delaware	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.

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 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

**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:

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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:

1705 Lands End Road

Manalapan, FL 33462

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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 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: 1705 Lands End Road

Manalapan, FL 33462

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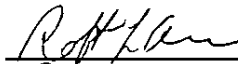
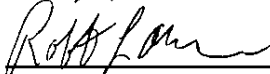
Mailing address: 1705 Lands End Road

Manalapan, FL 33462

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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:
Kenwood Sterling, LLC (DE)		Robert L. Aron
Kenwood Sterling, LLC (FL)		Robert L. Aron

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
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

<b><u>Fees:</u></b> 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

**PLAN OF MERGER**

**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>
Kenwood Sterling, LLC	Delaware	LLC
Kenwood Sterling, LLC	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>
Kenwood Sterling, LLC	Delaware	LLC

**THIRD:** The terms and conditions of the merger are as follows:

See Attached Agreement and Plan of Merger

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*(Attach additional sheet if necessary)*



**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

The 100 membership units of the Merging Company issued and outstanding on the Effective Date, shall by virtue of the Merger and without any action on the part of the holder thereof, shall cease to exist and certificates representing such membership units in the Merging Company shall be cancelled.

See Attached Agreement and Plan of Merger

*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached Agreement and Plan of Merger

*(Attach additional sheet if necessary)*

**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

N/A

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*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

See Attached Agreement and Plan of Merger

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*(Attach additional sheet if necessary)*

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

Agreement of Merger and Plan of Reorganization dated October 11, 2010, by and between KENWOOD STERLING, LLC, a limited liability company duly organized and existing under the laws of the State of Florida ("the Merging Company") and KENWOOD STERLING, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware ("the Surviving Company");

WITNESSETH THAT:

WHEREAS, the Surviving Company has 200 voting and 9,800 non-voting authorized membership units, of which at the date hereof 200 voting and 9,800 non-voting membership units are issued and outstanding; and

WHEREAS, the Merging Company has 100 authorized membership units, of which at the date hereof 100 membership units are issued and outstanding; and

WHEREAS, the Members of the Surviving Company and the Members of the Merging Company have determined that it is advisable and in the best interest of each of the Merging Company and Surviving Company that the Merging Company be merged with and into the Surviving Company existing under the laws of the State of Delaware;

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Merging Corporation and the Surviving Company hereby make this Agreement and Plan of Merger and prescribe the terms and conditions of the merger of the Merging Corporation with and into the Surviving Company, as follows:

ARTICLE I

On the Effective Date (as defined in Article VI), the Merging Company shall be merged with and into the Surviving Company and the Surviving Company, which shall be a new company, shall be the surviving company. The separate existence of the Merging Company shall cease upon the Effective Date.

## ARTICLE II

The Certificate of Formation, purposes, and Operating Agreement of the Surviving Company as in effect on the date hereof shall from and after the Effective Date be, and continue to be those of the Surviving Company, subject to later amendment as provided therein or in accordance with applicable statute. The powers, franchises, rights and immunities of the Surviving Company and the total number of membership units which the Surviving Company is authorized to issue shall continue unaffected and unimpaired by the merger and shall be as set forth in the Certificate of Organization and Operating Agreement of the Surviving Company.

## ARTICLE III

The Manager of the Surviving Company immediately prior to the Effective Date shall, upon the merger becoming effective, constitute the Manager of the Surviving Company; the Member of the Surviving Company shall be as set forth in the Operating Agreement of the Surviving Company until amended in accordance with the Operating Agreement of the Surviving Company.

## ARTICLE IV

The 100 membership units of the Merging Company issued and outstanding on the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and certificates representing such membership units in the Merging Company shall be cancelled.

## ARTICLE V

On the Effective Date, all of the estate, property, rights, privileges, powers, and franchises of the Merging Company and the Surviving Company, and all of their property, real, personal and mixed, and all debts due on whatever account to any of them, as well as all choses in action belonging to any of them, shall be transferred to and vested in the Surviving Company, without further act or deed; and all claims, demands, property, and

other interest shall be the property of the Surviving Company; and the title to all real estate vested in either of the Merging Company or the Surviving Company shall not revert or be in any way impaired by the merger, but shall be vested in the Surviving Company; provided, however, that the rights of creditors of either the Merging Company or the Surviving Company shall not in any manner be impaired, nor shall any liability or obligation, including taxes due or to become due, or any claim or demand in any cause existing against either the Merging Company or the Surviving Company, or any member, manager, or officer thereof, be released or impaired by the merger, but the Surviving Company shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the Merging Company and the Surviving Company in the same manner and in the same extent as if said Surviving Company had itself incurred such liabilities or obligations.

#### ARTICLE VI


The merger shall become effective upon and the term "Effective Date" as used in this Agreement and Plan of Merger shall mean the date of the filing of the Certificates of Merger with the Secretaries of State of Delaware and Florida.

#### ARTICLE VII

This Agreement and Plan of Merger may be terminated at any time prior to the Effective Date after action thereon by a majority in interest of the Members of the Merging Company and the Surviving Company.

IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this Agreement and Plan of Merger to be executed by their duly authorized members respectively, as a sealed document, all as the date first above written.

KENWOOD STERLING, LLC (Florida)  
Merging Company

By:   
Robert L. Aron  
Manager and Member

KENWOOD STERLING, LLC (Delaware)  
Surviving Company

By:   
Robert L. Aron  
Member and Manager