

Division of Corporations

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Florida Department of State  
Division of Corporations  
Public Access System

## Electronic Filing Cover Sheet

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## To:

Division of Corporations  
Fax Number : (850) 617-6380

## From:

Account Name : GREENSPOON MARDER, P.A.  
Account Number : 076064003722  
Phone : (888) 491-1120  
Fax Number : (954) 343-6962

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
09 MAR -2 AM 8:51

RECEIVED

2009 MAR -2 AM 8:00

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**MERGER OR SHARE EXCHANGE****SOUTH EGREMONT PROPERTY, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$50.00

Electronic Filing Menu

Corporate Filing Menu

**G. MCLEOD**

Help

MAR - 4 2009

**EXAMINER**

## Fax Message

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**To:**

**Fax:** 1-850-617-6380

**From:** Isabelle Klein

**Date:** 3/2/2009 3:43 PM

**Pages:** 1 of 10 (including this page)

**Subject:** South Egremont Property, LLC - Merger

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Merger documents attached.

Isabelle Klein, Legal Assistant  
to Gregory J. Blodig and  
Ellen Gilmore  
Greenspoon Marder, P.A.  
100 West Cypress Creek Road, Suite 700  
Ft. Lauderdale, FL 33309  
(954) 491-1120 Ext. 1026

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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** South Egremont Property, 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:

Ellen Gilmore

(Contact Person)

Greenspoon Marder, PA

(Firm/Company)

100 W Cypress Creek Road, Suite 700

(Address)

Fort Lauderdale, FL 33309

(City, State and Zip Code)

For further information concerning this matter, please call:

Ellen Gilmore

(Name of Contact Person)

at ( 954 ) 343-6963

(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>
South Egremont Property, LLC	Massachusetts	Limited liability company
South Egremont Property, LLC	Florida	Limited liability company

09 MAR -3 AM 8:45

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATE REGISTRATION

**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>
South Egremont Property, 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:

\_\_\_\_\_

**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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 entitled 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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:
South Egremont Property, LLC		Murray H. Liebowitz
South Egremont Property, LLC		Murray H. Liebowitz
_____	_____	_____
_____	_____	_____

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

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER is made this 6<sup>th</sup> day of February, 2009, by and between **South Egremont Property, LLC**, a limited liability company formed and existing under the laws of the Commonwealth of Massachusetts (hereinafter referred to as the "Merging Company") and **South Egremont Property, LLC**, a limited liability company organized and existing under the laws of the State of Florida (hereinafter referred to as the "Company").

**WHEREAS**, the Manager and Members of the Merging Company and the Manager and Members of the Company deem it advisable and generally in the best interests of the respective parties and their respective Members that the parties effect a merger (the "Merger") pursuant to the applicable corporate laws, with the Company being the surviving entity.

**NOW, THEREFORE**, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Merger.** At the Effective Time (as defined in Section 5 hereof), Merging Company will be merged with and into the Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida and Massachusetts law as follows:

- (a) Each percentage interest of Membership Interest of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive the same percentage interest of Membership Interest of the surviving Company, as the surviving entity. All of the percentage interest of the Membership Interest of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) The percentage interest of the Membership Interest of the surviving Company that is issued and outstanding immediately prior to the Effective Time shall automatically be canceled, shall cease to exist and shall no longer be outstanding at the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership Interest, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive that percentage interest of Membership Interest of the surviving Company as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the surviving Company shall issue the percentage interest of Membership Interest attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the surviving Company's Membership Interest thereby.

2. Effect of Merger. At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the surviving Company and the surviving Company, a Florida limited liability company, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of Organization and Operating Agreement of the surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of Organization and Operating Agreement of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Interest of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) The Membership Interest of the surviving Company outstanding immediately prior to the Effective Time shall be cancelled as provided above; (e) the Members of the Merging Company receiving the Membership Interests of the surviving Company as set forth above shall be the Members of the surviving Company as the surviving entity, and the Managers of the surviving Company shall be the Managers of the surviving Company as the surviving entity; and (f) the Merger shall have all of the effects provided by applicable law.

3. Filing. The Company and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida, and the Company and Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of the Commonwealth of Massachusetts.

4. Conduct of the Merging Company and the Company.

- (a) Until the Effective Time each of Merging Company and the surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. Effective Time. The merger shall be effective immediately upon filing of the required documents with the Secretary of the State of Florida (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the surviving Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest,



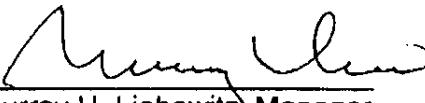
perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the surviving Company acquired or to be acquired by reason of, or as a result of, the Merger, Merging Company and the surviving Company agree that such entities and their proper officers and manager shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the surviving Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers and managers of the surviving Company are fully authorized and directed in the name of the Merging Company and the surviving Company or otherwise to take any and all such actions.

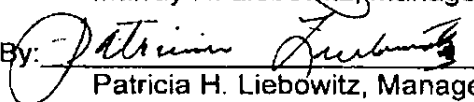
8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Termination. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

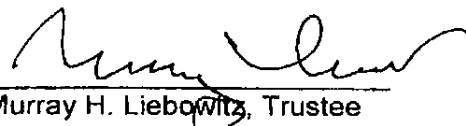
**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement and Plan of Merger this 6<sup>th</sup> day of February, 2009.

**South Egremont Property, LLC, a Florida limited liability company**

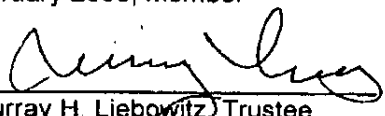
By:   
Murray H. Liebowitz, Manager

By:   
Patricia H. Liebowitz, Manager

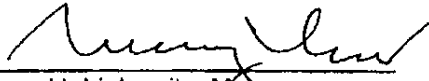
Murray H. Liebowitz Revocable Trust Dated  
September 21, 200, as Amended and Restated  
on the 5<sup>th</sup> day of February 2008, Member

By:   
Murray H. Liebowitz, Trustee


Patricia Hoover Liebowitz Revocable Trust Dated  
September 21, 2006, as Amended and Restated on  
the 5<sup>th</sup> day of February 2008, Member

By:   
Murray H. Liebowitz, Trustee

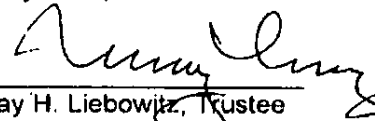
**South Egremont Property, LLC, a  
Massachusetts limited liability company**

By:   
Murray H. Liebowitz, Manager

Murray H. Liebowitz Revocable Trust Dated  
September 21, 2006, as Amended and Restated on  
the 5<sup>th</sup> day of February 2008, Member

By:   
Murray H. Liebowitz, Trustee

Patricia Hoover Liebowitz Revocable Trust Dated  
September 21, 2006, as Amended and Restated on  
the 5<sup>th</sup> day of February 2008, Member

By:   
Murray H. Liebowitz, Trustee

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