

357165

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Merge

01/11/06--01044--010 **78.75

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05 JAN 11 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR

**00789, 00524, 00672/1/2/06*

Incorporating Services, Ltd. - Melissa A. Murry

Requester's Name

1540 Glenway Drive

Address

Tallahassee, FL 32301 656-7956

City/State/Zip

Phone #

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. LAKE LAURIE MERGER CO. MERGING WITH: LAKE LAURIE INC
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- Walk in Pick up time 1/12/06 Certified Copy
 Mail out Will wait Photocopy Certificate of Status

NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

Examiner's Initials

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lake Laurie Inc
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Melissa A. Murry
(Contact Person)

Incorporating Services, Ltd.
(Firm/Company)

1540 Glenway Dr.
(Address)

Tallahassee, FL 32301
(City/State and Zip Code)

For further information concerning this matter, please call:

Melissa A. Murry At () 656.7956
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 12, 2006

Melissa A. Murry
Incorporating Services, Ltd.
1540 Glenway Drive
Tallahassee, FL 32301

SUBJECT: LAKE LAURIE INC
Ref. Number: 357165

We have received your document for LAKE LAURIE INC and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The new registered agent needs to sign and accept the designation of registered agent. Please see Attachment "B" of the Restated Articles. It lists a new registered agent in Article V.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey
Document Specialist

Letter Number: 806A00002397

SECRET
FILED
TALLAHASSEE, FLORIDA
06 JAN 12 PM 4: 23

ARTICLES OF MERGER
(Profit Corporations)

05 JAN 11 PM 4:46
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Lake Laurie Inc	Florida	357165

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Lake Laurie Merger Co.	Florida	P05000163929
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the surviving corporation on January 5, 2006.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on January 5, 2006.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

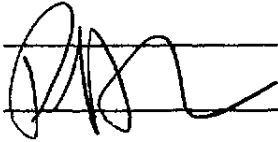
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Lake Laurie Inc



Kathryn Randle, President

Lake Laurie Merger Co.

Robert Morgan, President

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Lake Laurie Inc

Kathryn Randle

Kathryn Randle, President

Lake Laurie Merger Co.

Robert Morgan, President

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>
Lake Laurie Inc _____	Florida _____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>
Lake Laurie Merger Co. _____	Florida _____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:

All shares of Lake Laurie Inc common stock outstanding as of the effective date shall be converted into a right to receive cash as a result of the merger. All shares of Lake Laurie Merger Co. common stock outstanding as of the effective date shall be converted into Lake Laurie Inc common stock on a one-for-one basis.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows: See Attachment "A"

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached: See Attachment "B"

Other provisions relating to the merger are as follows:

Attachment "A":

Shares of common stock of Lake Laurie Merger Co. will be exchanged and converted into Lake Laurie Inc common stock on a one-for-one basis. Existing shares of Lake Laurie Inc will be exchanged for cash at a per share price (subject to closing adjustments pursuant to the Merger Agreement by and between Lake Laurie Inc and Lake Laurie Merger Co.) in an amount equal for \$388,888.89 per share.

Attachment "B"

RESTATED
ARTICLES OF INCORPORATION
OF
LAKE LAURIE INC
Document Number 357165

In compliance with Chapter 607 Florida Statute

ARTICLE I. NAME

The name of this corporation shall be LAKE LAURIE INC

ARTICLE II. PRINCIPAL OFFICE

The principal place of business and mailing address of the corporation is: 6390 Plastermill Road, Victor, New York 14564.

ARTICLE III. PURPOSE

Notwithstanding any provision hereof or of any other document governing the formation, management or operation of Lake Laurie Inc (the "Corporation") to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Corporation is to engage solely in the following activities: (1) to acquire and own real property located at 669 Route 9, Cape May, New Jersey (the "Mortgaged Property"); (2) to own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with the Mortgaged Property; (3) to borrow the Loan (as defined below) and to issue notes and other documents to secure the Loan; (4) subject to Separateness Covenants (as defined below), to exercise all powers enumerated in the Florida Business Corporation Act necessary or convenient to the conduct, promotion, or attainment of the business or purposes otherwise set forth herein.

ARTICLE IV. SHARES

The aggregate number of shares which the corporation shall have the authority to issue is 27 common with no par value.

ARTICLE V. REGISTERED AGENT

The name and Florida street address of the registered agent and office is: Incorporating Services, Ltd., 1540 Glenway Dr., Tallahassee, FL 32301.

ARTICLE VI. INCORPORATOR

The name and address of the Incorporator is: Jeffrey F. DeVoesick, Esq., Fix Spindelman Brovitz & Goldman, P.C., 295 Woodcliff Drive, Fairport, New York 14450.

ARTICLE VII. SEPARATENESS COVENANTS

As long as that certain mortgage loan made by CSE Mortgage LLC (the "Lender") to the Company, remains outstanding, the Company will abide by the following covenants (the "Separateness Covenants"):

- (1) The Company will not own any asset or property other than (i) the Mortgaged Property, and (ii) incidental personal property necessary for the ownership or operation of the Mortgaged Property.
- (2) The Company will not engage in any business other than the ownership, management and operation of the Mortgaged Property and the Company will conduct and operate its business as presently conducted and operated. The Company will not engage in any other business activity without the unanimous consent of its board of directors.
- (3) The Company will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade and operational debt incurred in the ordinary course of business with trade creditors in amounts up to \$75,000, subject to review and approval of Lender, as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due. No indebtedness other than the Loan may be secured (subordinate or *pari passu*) by the Mortgaged Property. As used herein, the word "Loan" shall mean a loan made by Lender to the Company, and all interest thereon and other sums owed to Lender, its successors and assigns pursuant to the documents which evidence and secure such loan.
- (4) The Company will not enter into any contract or agreement with any affiliate of the Company, any constituent party of the Company, any guarantor ("Guarantor") of the Loan (defined below) or any affiliate of any constituent party or Guarantor, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any such party.
- (5) The Company will not make any loans or advances to any third party (including any affiliate or constituent party, any Guarantor or any affiliate of any constituent party or Guarantor) or pledge its assets for the benefit of any third party, and shall not acquire obligations or securities of its affiliates or any constituent party.
- (6) The Company will remain solvent and the Company will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.
- (7) The Company will do all things necessary to observe organizational formalities and preserve its existence and the Company will not modify or otherwise change the

articles of incorporation or bylaws of the Company without the prior written consent of the holder of the Loan and all securities secured thereby and the unanimous consent of the board of directors of the Company.

- (8) The Company will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates, any constituent party or Guarantor and the Company will file its own tax returns. The Company shall maintain its books, records, resolutions and agreements as official records.
- (9) The Company will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of the Company, any constituent party of the Company, any Guarantor or any affiliate of any constituent party or Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a division or part of the other, shall maintain and utilize a separate telephone number and separate stationery, invoices and checks, shall maintain an office through which its business shall be conducted separate and apart from those of its parent, Guarantor or constituent party and shall allocate fairly and reasonably any overhead for shared office space.
- (10) The Company will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.
- (11) Neither the Company nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company, or sale of all or substantially all of the Company's assets without the unanimous consent of the board of directors of the Company.
- (12) The Company, without the unanimous consent of its board of directors, shall not file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings.
- (13) The Company will not commingle the funds and other assets of the Company with those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party of Guarantor, or any other person.
- (14) The Company will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party, any Guarantor, or any affiliate of any constituent party or Guarantor, or any other person.
- (15) The Company will not assume or guarantee or hold itself out to be responsible for the debts or obligations of any other person.

- (16) The Company shall at all times be qualified to do business in the state where the Mortgaged Property is located.
- (17) The Company shall pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations.
- (18) The board of directors of the Company will consider the interests of creditors of the Company in connection with all corporate actions.

ARTICLE VII. INDEMNIFICATION SUBORDINATION

Notwithstanding any provision hereof to the contrary, the following shall govern: Any indemnification shall be fully subordinated to any obligations respecting the Mortgaged Property and shall not constitute a claim against the Company in the event that cash flow is insufficient to pay such obligations.

CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE

Having been named Registered Agent for the above stated corporation, at the designated Registered Office, the undersigned hereby accepts said appointment, and agrees to comply with the provisions of Florida Statutes Section 48.091 relative to keeping open said office. Furthermore, the undersigned understands the requirements of Section 48.091 and recognizes his duty to comply with such provision.

Incorporating Services, Ltd.



Registered Agent

Melissa A. Murry, Asst. Secretary