

MAR. 6. 2007 2:18 PM

NO. 871 P. 1

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TXT #2940

MERGER OR SHARE EXCHANGE

TOURNEAU, LLC

Certificate of Status	0
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Estimated Charge	\$87.50

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* * * COMMUNICATION RESULT REPORT (MAR. 2.2007 11:03AM) * * *

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TOURNEAU, LLC

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**ARTICLES OF MERGER
Of
TOURNEAU (BAL HARBOUR), INC.
(a Florida Corporation)
AND
TOURNEAU, LLC
(a Delaware Limited Liability Company)**

Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "FBCA") and Section 18-209 of the Delaware Limited Liability Company Act, Tourneau, LLC, a Delaware limited liability company (the "Surviving Company") and Tourneau (Bal Harbour), Inc., a Florida corporation (the "Merging Corporation"), submit the following Articles of Merger in accordance with the FBCA and the Delaware Limited Liability Company Act, and hereby certify as follows:

First: The name and jurisdiction of the surviving limited liability company is:

<u>Name</u>	<u>Jurisdiction</u>
TOURNEAU, LLC	Delaware

Second: The name and jurisdiction of the merging corporation is:

<u>Name</u>	<u>Jurisdiction</u>
TOURNEAU (BAL HARBOUR), INC.	Florida

Third: The Agreement and Plan of Merger is attached hereto as Exhibit A.

Fourth: The merger shall become effective on March 3, 2007.

Fifth: The Agreement and Plan of Merger was adopted by the sole stockholder and directors of the Merging Corporation on March 2, 2007 in accordance with Section 607.1108 of the FBCA.

Sixth: The Agreement and Plan of Merger was adopted by the sole member and managers of the Surviving Company on March 2, 2007 in accordance with Section 18-209 of the Delaware Limited Liability Company Act.

Seventh: The address of the principal office of the Surviving Company is 3 East 54th Street, New York, NY 10022.

Eighth: The Surviving Company agrees to pay any stockholders of the Merging Corporation with appraisal rights the amount to which such stockholders are entitled..

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Ninth: The following is the street and mailing address of an office which the Florida Secretary of State may use for the purpose of providing service of process:

Tourneau
Bal Harbour Shops
9700 Collins Avenue
Suite 210
Bal Harbour, FL 33154

Tenth: Each of the Merging Corporation and the Surviving Company hereby irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such suit or other proceedings to enforce the obligations of the Merging Corporation, including any appraisal rights of its stockholders.

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IN WITNESS WHEREOF the parties to these Articles of Merger have caused them to be duly executed this 2nd day of March, 2007.

SURVIVING COMPANY:

TOURNEAU, LLC
(a Delaware limited liability company)

By: *Coleen Coleen*
Name: *Coleen Coleen*
Title: *CEO and VP*

MERGING CORPORATION:

TOURNEAU (BAL HARBOUR), INC.
(a Florida Corporation)

By: *Coleen Coleen*
Name: *Coleen Coleen*
Title: *CEO and VP*

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AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") dated as of March 2, 2007, between Tourneau, LLC, a Delaware limited liability company (the "Company"), and Tourneau (Bal Harbour), Inc., a Florida corporation ("Tourneau"). The Company and Tourneau are hereinafter sometimes collectively referred to as the "Constituent Companies."

WHEREAS, the respective board of directors or board of managers, as applicable, of the Company and Tourneau have determined that it is advisable and in the best interests of each of Tourneau and the Company that Tourneau merge with and into the Company upon the terms and subject to the conditions herein provided (the "Merger"); and

WHEREAS, the respective board of directors or board of managers, as applicable, of the Company and Tourneau have, by resolutions duly adopted, approved this Merger Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of merging Tourneau with and into the Company, with certain terms and conditions of the Merger and the mode of carrying the same into effect, the Company and Tourneau hereby agree as follows:

1. Merger. Subject to the terms and conditions hereof, Tourneau shall be merged with and into the Company, which shall be and is herein referred to as the "Surviving Company," and the name of which shall continue to be "Tourneau, LLC". The Merger shall become effective upon the filing by the Company and Tourneau of the Certificate of Merger attached hereto as Exhibit A with the Secretary of State of the State of Florida and the Certificate of Merger attached hereto as Exhibit B with the Secretary of State of the State of Delaware (the "Effective Time"). The Merger shall occur pursuant to Sections 607.1108 and 607.1109 of the Business Corporation Act of the State of Florida and Section 18-209 of the Delaware Limited Liability Company Act.

2. The Constituent Companies. The Company was formed under the name "Tourneau, LLC" and filed its Certificate of Formation with the Secretary of State of the State of Delaware on March 1, 2007. Tourneau was formed under the name "Tourneau (Bal Harbour), Inc." and filed its Certificate of Incorporation with the Secretary of State of the State of Florida on September 13, 1977.

3. Certificate of Formation. The Certificate of Formation of the Company as in effect immediately prior to the Effective Time and on file at the Secretary of State of the State of Delaware shall continue to be the Certificate of Formation of the Surviving Company until duly altered, amended or repealed in accordance with the provisions thereof and applicable law. The limited liability company agreement of the Company as

in effect immediately prior to the Effective Time shall continue to be the limited liability company agreement of the Surviving Company until duly altered, amended or repealed in accordance with the provisions thereof, the Certificate of Formation of the Surviving Company and applicable law.

4. Managers and Officers. The managers and officers of the Company immediately prior to the Effective Time shall be the managers and officers of the Surviving Company and will hold office from the Effective Time until their respective successors are duly elected or appointed and qualified in the manner provided in the Certificate of Formation and limited liability company agreement of the Surviving Company, or as otherwise provided by law.

5. Succession. At the Effective Time, the separate corporate existence of Tourneau shall cease, and Tourneau shall be merged with and into the Company and the Surviving Company shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public and of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Companies.

6. Further Assurances. From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of Tourneau such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Tourneau, and otherwise to carry out the purposes of this Merger Agreement, and the officers and managers of the Surviving Company are fully authorized in the name and on behalf of Tourneau or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. Treatment of Shares At The Effective Time. As of the Effective Time, automatically and without further action, the equity interest in the Company issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall be unaffected by the Merger. As of the Effective Time, each share of common stock of Tourneau issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without any payment therefor.

8. Adoption. This Merger Agreement has been adopted by the sole stockholder or sole member, as applicable, of each of the Company and Tourneau.

9. Management. Management of the Company is vested in a board of managers. The board of managers currently consists of, and after the Effective Time will continue to consist of, Howard Levitt and Coleen Colreavy, the business address of each such manager being 3 East 54th Street, New York, NY 10022.

10. Amendment. This Merger Agreement may be amended by an instrument in writing signed by the parties hereto by action by or on behalf of their respective board

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of managers or board of directors, at any time after approval by the sole member or sole stockholder, as applicable, of the Company and Tourneau; provided, however, that after any such approval, there shall not be made any agreement that by law requires further approval by such sole stockholder or sole member, as applicable, of the Company or Tourneau without the further approval of such sole stockholder or sole member, as applicable.

11. Plan of Liquidation. This Agreement is intended to constitute, and the parties hereto adopt this Agreement, as a "plan of liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.332-6T.

12. Abandonment. At any time prior to the Effective Time, this Merger Agreement may be terminated and the Merger may be abandoned by the board of directors or board of managers, as applicable, of either of the Constituent Companies, or both of them, notwithstanding approval of this Merger Agreement by the sole stockholder or sole member, as applicable, of either of the Constituent Companies, or both of them.

13. Governing Law. This Merger Agreement shall in all respects be interpreted by, and construed and enforced in accordance with and pursuant to, the laws of the State of Delaware.

13. Counterparts. This Merger Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Company and Tourneau have caused this Agreement and Plan of Merger to be signed by their respective duly authorized officers as of the date first above written.

TOURNEAU, LLC

By: *[Signature]*
Name: Colleen Colready
Title: CFO and VP

TOURNEAU (BAL HARBOUR), INC.

By: *[Signature]*
Name: Colleen Colready
Title: CFO and VP

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