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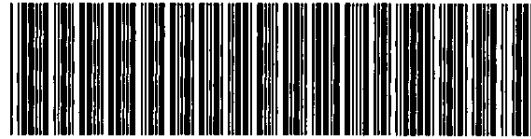
(Business Entity Name)

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14 OCT 10 AM 10:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARM
1022-14

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Flagship Resort Development Corporation

Name of Surviving Party

Please return all correspondence concerning this matter to:

Kerri L. Kopervos

Contact Person

Cooper Levenson, P.A.

Firm/Company

1125 Atlantic Ave., 3rd Floor

Address

Atlantic City, NJ 08401

City, State and Zip Code

kkopervos@cooperlevenson.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kerri Kopervos

at (609) 572-7436

Name of Contact Person

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

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14 OCT 10 AM 10:59
TALLAHASSEE, FLORIDA

Articles of Merger
For
Florida Profit or Non-Profit Corporation
Into
Other Business Entity

Effective date
1-1-15

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, 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>
Flagship Resort Development Corporation	New Jersey	corporation - F06000007821
La Sammana Ventures, LLC	Florida	limited liability company - L000000012313

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>
Flagship Resort Development Corporation	New Jersey	corporation

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, 605, 617, and/or 620, Florida Statutes.

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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 no more than 90 days after the date this document is filed by the Florida Department of State: January 1, 2015

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:

Roxanne Passarella

60 N. Maine Avenue

Atlantic City, NJ 08401

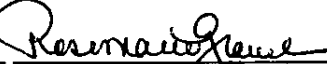

SEVENTH: If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

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TALLAHASSEE, FLORIDA

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Flagship Resort Development Corporation		Rosemarie Grawl, VP
La Sammana Ventures, LLC		Rosemarie Grawl, Asst. Mgr

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

Fees: \$35.00 Per Party

Certified Copy (optional): \$8.75

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14 OCT 10 AM 10:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

PLAN AND AGREEMENT OF MERGER
by merger of
LA SAMMANA VENTURES, LLC,
A Florida Limited Liability Company,
with and into
FLAGSHIP RESORT DEVELOPMENT CORPORATION,
A New Jersey corporation,
under the name of
FLAGSHIP RESORT DEVELOPMENT CORPORATION

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14 OCT 10 AM 10:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This is a Plan and Agreement of Merger (the "Agreement") between **La Sammana Ventures, LLC**, a Florida Limited Liability Company (the "Merging Company"), and **Flagship Resort Development Corporation**, a New Jersey corporation (the "Surviving Company").

ARTICLE 1. PLAN OF MERGER

1.01 Adoption of Plan.

A plan of merger of the Merging Company and the Surviving Company, pursuant to the provisions of section 605.1025 of the Florida Statutes, the New Jersey Revised Uniform Limited Liability Company Act, Chapter 10 of the New Jersey Business Corporations Act, and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Company will be merged with and into the Surviving Company, to exist and be governed by the laws of the State of New Jersey.

(b) The name of the Surviving Company will be Flagship Resort Development Corporation.

(c) When this Agreement becomes effective, the separate existence of the Merging Company will cease, and the Surviving Company will succeed, without other transfer, to all the rights and property of the Merging Company and will be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent Company will be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Company will carry on business with the assets of the Merging Company, as well as with the assets of the Surviving Company.

(e) The members of the Merging Company will surrender all of their interest in the manner set forth in this Agreement.

(f) In exchange for the interest of the Merging Company surrendered by the members, the Surviving Company will issue and transfer to the members, on the basis set forth in Article 4 below.

(g) The Certificate of Incorporation of the Surviving Company, as existing on the effective date of the merger, will continue in full force as the Certificate of Incorporation of the Surviving Company until altered, amended, or repealed as provided in the Certificate or as provided by law.

1.02 Effective Date.

The effective date of the merger (the "Effective Date") shall be January 1, 2015.

**ARTICLE 2. REPRESENTATIONS AND
WARRANTIES OF CONSTITUENT COMPANIES**

2.01 Representations and Warranties of the Merging Company.

As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, the Merging Company represents and warrants to the Surviving Company as follows:

(a) The Merging Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, with the power and authority to carry on its business as it is now being conducted.

(b) All required federal, state, and local tax returns of the Merging Company have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Company is not delinquent in the payment of any tax or assessment.

2.02 Representations and Warranties of the Surviving Company.

As a material inducement to the Merging Company to execute this Agreement and perform its obligations under this Agreement, the Surviving Company represents and warrants to the Merging Company that the Surviving Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of New Jersey, with the power and authority to carry on its business as it is now being conducted.

**ARTICLE 3. COVENANTS, ACTIONS, AND
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

3.01 Interim Conduct of Business; Limitations.

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4 OCT 10 AM 10:59
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STATE OF FLORIDA

Except as limited by this Article 3.01, pending consummation of the merger, each of the Merging Company and the Surviving Company will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact. Except with the prior consent in writing of the Surviving Company, pending consummation of the merger, the Merging Company will not:

(a) Create or issue any new indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02 Submission to Members and Filing.

This Agreement will be submitted to the Members of the Merging Company in the manner provided by the laws of the Florida for approval.

3.03 Conditions Precedent to Obligations of the Merging Company.

Except as may be expressly waived in writing by the Merging Company, all of the obligations of the Merging Company under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Company:

(a) The representations and warranties made by the Surviving Company to the Merging Company in Article 2 of this Agreement and in any document delivered pursuant to this Agreement will be deemed to have been made again on the Effective Date and will then be true and correct in all material respects. If the Surviving Company discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it will report that discovery immediately to the Merging Company and will either correct the error, misstatement, or omission or obtain a written waiver from the Merging Company.

(b) The Surviving Company will have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency will have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

3.04 Conditions Precedent to Obligations of the Surviving Company.

Except as may be expressly waived in writing by the Surviving Company, all of the obligations of the Surviving Company under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Company:

(a) The representations and warranties made by the Merging Company to the Surviving Company in Article 2 of this Agreement and in any document delivered pursuant to this Agreement will be deemed to have been made again on the Effective Date and

will then be true and correct. If the Merging Company discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it will report that discovery immediately to the Surviving Company and will either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Company.

(b) The Merging Company will have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency will have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4. CONVERSION OF INTERESTS

4.01 Manner of Converting Interests.

The Members of the Merging Company will surrender their interest to the Surviving Company promptly after the Effective Date, in exchange for the interest of the Surviving Company to which it is entitled under this Article 4.

4.02 Interest to be Received.

The Members of the Merging Company will be entitled to receive one (1) share of the Surviving Company in exchange for each one (1) unit of interest of the Merging Company.

ARTICLE 5. MANAGEMENT

5.01 Management of Survivor.

The Surviving Company will continue to be managed by the Officers of the Surviving Company, subject to the Surviving Company's By-Laws.

ARTICLE 6. BY-LAWS

6.01 By-Laws of Survivor.

The By-Laws of the Surviving Company, as existing on the Effective Date of the merger, will continue in full force as the By-Laws of the Surviving Company until altered, amended, or repealed as provided in the By-Laws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

7.01 Nature and Survival of Representations and Warranties.

All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Company, the Surviving Company, or the Members pursuant to this Agreement will be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties will survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties will act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

8.01 Circumstances

This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, notwithstanding the approval of the Members of the Merging Company, as follows:

(a) By mutual consent of the Members of the Merging Company and the Directors of the Surviving Company.

(b) At the election of the Members of either the Merging Company or the Directors of the Surviving Company if:

1) Any material litigation or proceeding shall be instituted or threatened against either the Merging Company or the Surviving Company, or any of respective assets that, in the opinion of the Members or Directors of either the Merging Company or Surviving Company, renders the merger inadvisable or undesirable.

2) Any legislation shall be enacted that, in the opinion of either Members or Officers, renders the merger inadvisable or undesirable.

3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either The Merging Company or Surviving Company, any materially adverse change in the business or condition, financial or otherwise, of the other.

(c) At the election of the Officers of the Surviving Company if, without the prior consent in writing of the Surviving Company, the Merging Company shall have

1) Made any other distribution on its interests.

2) Created or issued any new indebtedness for borrowed money.

3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

8.02 Notice of and Liability on Termination.

If an election is made to terminate this Agreement and abandon the merger:

(a) The Members or Directors of the merging Company or Surviving Company who has made the election will give immediate written notice of the election to the other.

(b) On the giving of notice as provided in subparagraph 8.02(a), this Agreement will terminate and the proposed merger will be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there will be no liability on the part of either the Merging Company or Surviving Company as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances.

The Merging Company agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments which are deemed necessary as proposed by the Surviving Company. The Merging Company further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest or to perfect in, or to conform of record or otherwise to the Surviving Company, title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, or otherwise to carry out the intent and purposes of this Agreement.

8.02 Notices.

Any notice or other communication required or permitted under this Agreement will be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed to the other Party at the principal place of business of the other Party, or at the appropriate address set forth below :

If to La Sammana
Ventures, LLC:

La Sammana Ventures, LLC
Attention: Ms. Rosemarie Grawl,
Assistant General Manager
60 North Maine Avenue
Atlantic City, New Jersey 08401

If to Flagship Resort
Development Corporation:

Flagship Resort Development Corporation
Attention: Ms. Rosemarie Grawl, Vice President of Finance
60 North Maine Avenue
Atlantic City, New Jersey 08401

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14 OCT 10 AM 10:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

8.03 Entire Agreement; Counterparts.


This Agreement and the exhibits to this Agreement contain the entire agreement between the Parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together will be deemed one original.

8.04 Controlling Law.

The validity, interpretation, and performance of this Agreement will be governed by, construed, and enforced in accordance with the substantive laws of the State of New Jersey; without giving effect to its choice of law rules.

IN WITNESS WHEREOF, this Agreement was executed on Oct. 8, 2014.

LA SAMMANA VENTURES, LLC, a Florida
Limited Liability Company

By: 
Bruce Kaye, General Manager

**FLAGSHIP RESORT DEVELOPMENT
CORPORATION**, a New Jersey Corporation

By: 
ROSEMARIE GRAWL, VICE PRESIDENT

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TALLAHASSEE, FLORIDA