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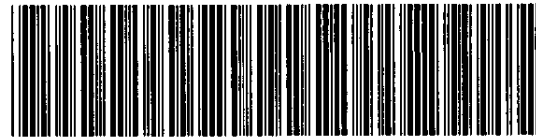
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
2013 JUN 14 AM 2:01
NOT RECEIVED
TO ACKNOWLEDGE
SUFFICIENCY OF FILING

merger
JUN 17 2013
R. WHITE

FILED
13 JUN 14 PM 12:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



CORPORATION SERVICE COMPANY*

ACCOUNT NO. : I20000000195

REFERENCE : 688959 4319460

AUTHORIZATION :

COST LIMIT : \$ 50.00

ORDER DATE : June 14, 2013

ORDER TIME : 10:39 AM

ORDER NO. : 688959-020

CUSTOMER NO: 4319460

ARTICLES OF MERGER

SUNRIDER PRODUCTIONS II, LLC

INTO

SUNRIDER PRODUCTIONS, LLC

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

FILED

13 JUN 14 PM 12:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**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>
Sunrider Productions II, LLC	Florida	limited liability company

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>
Sunrider Productions, 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:

N/A

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:

N/A

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:

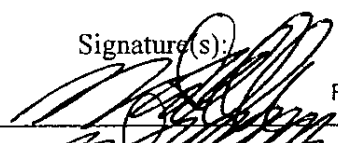
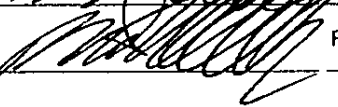
a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: N/A

Mailing address: N/A

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:
Sunrider Productions, LLC		Robert H. Williams Jr., V.P.
Sunrider Productions II, LLC		Robert H. Williams Jr., V.P.
_____	_____	_____
_____	_____	_____

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

<u>Fees:</u>	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

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

OF

SUNRIDER PRODUCTIONS II, LLC
(a Florida limited liability company)

INTO

SUNRIDER PRODUCTIONS, LLC
(a Florida limited liability company)

THIS AGREEMENT AND PLAN OF MERGER, dated as of June 14, 2013, is between Sunrider Productions II, LLC ("Sunrider II"), a Florida limited liability company, and Sunrider Productions, LLC ("Sunrider I"), a Florida limited liability company. Sunrider II and Sunrider I are sometimes referred to herein collectively as the "Constituent Companies."

RECITALS:

WHEREAS, each of Sunrider II and Sunrider I is a limited liability company duly organized and existing under the laws of the State of Florida, the sole member of which is La Place du Soleil, LLC, a Florida limited liability company ("La Place"); and

WHEREAS, La Place has determined that it is advisable and in the best interests of Sunrider I and Sunrider II that Sunrider II be merged with and into Sunrider I upon the terms and conditions herein provided;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Sunrider II and Sunrider I hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE 1 - MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Limited Liability Company Act, Sunrider II shall be merged with and into Sunrider I (the "Merger") and the separate existence of Sunrider II shall cease. Sunrider I shall be, and is herein sometimes referred to as, the "Surviving Company."

1.2 Filing and Effectiveness. The Merger shall not become effective until the following actions shall be completed:

(a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(b) An executed Certificate of Merger meeting the requirements of the Florida Limited Liability Company Act shall have been filed with the Department of State of the State of Florida.

The date and time when the Merger shall become effective as aforesaid is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of Sunrider II shall cease, and Sunrider I, as the Surviving Company shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger; (ii) succeed, without other transfer or assignment, to all of the assets, rights, powers and property of Sunrider II in the manner more fully set forth in the Florida Limited Liability Company Act; (iii) continue to be subject to all of the debts, liabilities and obligations of Sunrider II as constituted immediately prior to the Effective Date of the Merger; and (iv) succeed, without other transfer or assignment, to all of the debts, liabilities and obligations of Sunrider II in the same manner as if Sunrider I had itself incurred them, all as more fully provided under the applicable provisions of the Florida Limited Liability Company Act.

ARTICLE 2 - ORGANIZATIONAL DOCUMENTS AND OFFICERS

2.1 Articles of Organization. The Articles of Organization of Sunrider I, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the Articles of Organization of the Surviving Company.

2.2 Operating Agreement. The Operating Agreement of Sunrider I, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the Operating Agreement of the Surviving Company until duly amended in accordance with the provisions thereof and applicable law.

2.3 Officers. The officers of Sunrider I immediately prior to the Effective Date of the Merger shall be the officers of the Surviving Company until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Organization of the Surviving Company or the Operating Agreement of the Surviving Company.

ARTICLE 3 - MANNER OF CONVERSION OF INTERESTS

3.1 Sunrider II Interests. Upon the Effective Date of the Merger, each membership interest of Sunrider II outstanding immediately prior thereto shall be cancelled and no payment shall be made with respect thereto.

3.2 Sunrider I Interests. Upon the Effective Date of the Merger, each membership interest of Sunrider I issued and outstanding immediately prior thereto shall continue to be issued and outstanding.

ARTICLE 4 - GENERAL

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

4.2 Registered Office. The registered office of the Surviving Company in the State of Florida is to be located at 100 N.E. 20th Terrace, Deerfield Beach, Florida 33441.

4.3 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Company at 320 Sparta Avenue, Sparta, New Jersey 07871, and copies thereof will be furnished to any member of either of the Constituent Companies, upon request and without cost.

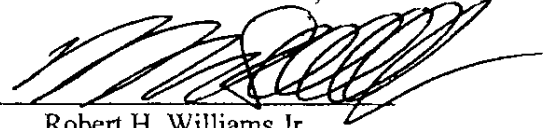
4.4 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida, without regard to conflicts of laws principles.

4.5 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

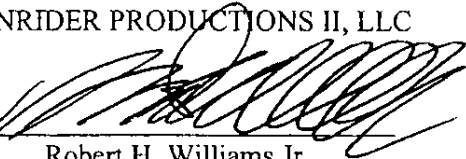
(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of each of the
Constituent Companies and attested by their respective officers thereunto duly authorized.

SUNRIDER PRODUCTIONS, LLC

By: 
Robert H. Williams Jr.
Vice President

SUNRIDER PRODUCTIONS II, LLC

By: 
Robert H. Williams Jr.
Vice President