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MERGER OR SHARE EXCHANGE
Le Cordon Bleu North America, LLC

Certificate of Status	0
Certified Copy	1
Page Count	11
Estimated Charge	\$68.75

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TALLAHASSEE, FLORIDA

11 DEC 30 AM 11:37

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JAN 03 2012

EXAMINER

POI-96906

Articles of Merger
For
Florida Profit or Non-Profit Corporation

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 or 617.0302, 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>
Orlando Culinary Academy,		
Inc.	Florida	Corporation

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>
Le Cordon Bleu North America,	Delaware	LLC
LLC		

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.

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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 not more than 90 days after the date this document is filed by the Florida Department of State:

12/31/11 at 12:30 a.m.

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:

1209 Orange Street, Wilmington, DE 19801

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

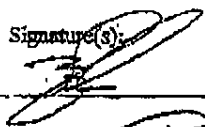
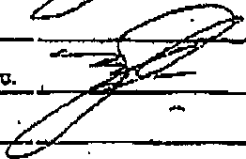
a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

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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EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Le Cordon Bleu North America,		Michael J. Graham,
LLC		Manager
Orlando Culinary Academy, Inc.		Michael J. Graham,
		Vice President/CFO

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

Fees:

\$35.00 Per Party

Certified Copy (optional):

\$8.75

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PLAN OF MERGER

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>
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See attached Agreement and

Plan of Merger

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>
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See attached Agreement and Plan of Merger

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

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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FIFTH: If a partnership is the survivor, the name and business address of each general partner is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

SIXTH: If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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SEVENTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

EIGHTH: Other provision, if any, relating to the merger are as follows:

See attached Agreement and Plan of Merger

(Attach additional sheet if necessary)

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Attachment A

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") is entered into as of December 29, 2011, by and between Orlando Culinary Academy, Inc., a Florida corporation ("OCAI"), and Le Cordon Bleu North America, LLC, a Delaware limited liability company ("LCBNALLC"), which corporations are hereinafter sometimes referred to jointly as the "Constituent Companies".

WHEREAS, LCBNALLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations of OCAI by means of a merger of OCAI with and into LCBNALLC under and pursuant to the terms and conditions of Title 6, Section 18-209 of the Limited Liability Company Act of the State of Delaware (the "Limited Liability Company Act"), and Section 607.1101 of the Florida Business Corporation Act (the "FBCA") and this Plan of Merger, with LCBNALLC being the sole resulting and surviving party to the merger, and succeeding to all of the assets, rights, and properties of OCAI;

WHEREAS, the Board of Directors of OCAI and Manager of LCBNALLC has, by resolution adopted by unanimous written consent, duly adopted and approved this Plan of Merger and directed that it be executed by the undersigned officers and that the Merger contemplated in this Plan of Merger be submitted to the sole shareholder of OCAI for approval; and

WHEREAS, OCAI and LCBNALLC intend that the Merger (defined below) will qualify as a non-taxable reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended and in effect on the date thereof, and the Treasury Regulations thereunder.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Constituent Companies hereby agree as follows:

**ARTICLE I
THE MERGER**

SECTION 1.01. The Merger.

(a) OCAI shall be merged with and into LCBNALLC, with LCBNALLC as the surviving entity ("Surviving Company"), pursuant to this Plan of Merger and in accordance with the Limited Liability Company Act and the FBCA (the "Merger"). This Plan of Merger is intended to and meets the requirements of an agreement of merger under the Limited Liability Company Act and a plan of merger under the FBCA.

(b) Surviving Company shall file the Articles of Merger with the Secretary of State of the State of Florida, shall file the Certificate of Merger with the Secretary of State of the State of Delaware, and shall make all other filings or recordings required by Florida or Delaware law in connection with the Merger. The Merger shall become effective on December 31, 2011 at 12:30 a.m. (the "Effective Date"). On the Effective Date, the separate existence of OCAI shall cease and OCAI shall be merged with and into the Surviving Company.

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SECTION 1.02. Manner and Basis of Conversion of Shares. Upon the completion of the Merger, (a) all of the membership interest of LCBNALLC that are issued and outstanding on the Effective Date shall remain issued and outstanding, and shall constitute all of the membership interest of the surviving Company, and (b) all shares of OCAI stock that are then issued and outstanding, and all certificates representing such stock, shall be cancelled and retired and all rights in respect thereof shall cease to exist.

ARTICLE II THE SURVIVING COMPANY

SECTION 2.01. Governing Documents. The Certificate of Formation and the Operating Agreement of LCBNALLC shall remain effective as the Certificate of Formation and Operating Agreement of the Surviving Company and shall not be changed as a result of or in connection with the Merger.

SECTION 2.02. Manager and Officers. The persons who are Manager and officers of LCBNALLC on the Effective Date shall continue as Manager and officers of the Surviving Company until their respective successors shall be duly elected and qualified.

ARTICLE III TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. On the Effective Date, LCBNALLC shall continue in existence as the Surviving Company, and without further transfer, succeed to and possess all of the rights, privileges, and powers of OCAI, and all of the assets and property of whatever kind and character of OCAI shall vest in LCBNALLC without further act or deed. Thereafter, LCBNALLC, as the Surviving Company, shall assume and be liable for all liabilities and obligations of OCAI, including all valid and enforceable rights of creditors and valid and enforceable liens, debts, liabilities, obligations, and duties, and all such liabilities and obligations may be enforced against LCBNALLC to the same extent as if they had been initially incurred or contracted by LCBNALLC.

ARTICLE IV CERTIFICATION

SECTION 4.01. Approval by OCAI. This Plan of Merger was duly adopted and approved by written consent of the Board of Directors and the sole shareholder of OCAI in accordance with the applicable laws of the State of Florida and the Bylaws of OCAI.

SECTION 4.02. Approval by LCBNALLC. This Plan of Merger was duly adopted and approved by written consent of the Manager of LCBNALLC in accordance with the applicable laws of the State of Delaware and the Operating Agreement of LCBNALLC.

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ARTICLE V
CONDITIONS

SECTION 5.01. Termination. Notwithstanding approval of the Merger by the sole shareholder of OCAI and of LCBNALLC, the Merger and this Plan of Merger may be abandoned at any time before or after such approval, but not later than the filing of the Articles of Merger, by the Board of Directors of OCAI and Member of LCBNALLC, evidenced by and through appropriate resolutions. In the event of the termination and abandonment of this Plan of Merger and the Merger pursuant to this Section 5.01, this Plan of Merger shall become void and have no effect and shall not impose any liability on the part of either of the Constituent Companies or the Board Directors or shareholders of OCAI or the Member of LCBNALLC in respect thereof.

SECTION 5.02. Amendment. The Constituent Companies, by mutual consent of the Board of Directors of OCAI and Member of LCBNALLC, may at any time prior to the filing of the Certificate of Merger and Articles of Merger amend this Plan of Merger in such manner as may be agreed upon by them in writing, subject to limitations imposed by applicable law.

SECTION 5.03. Counterparts. This Plan of Merger may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same agreement.

[Signature page follows.]

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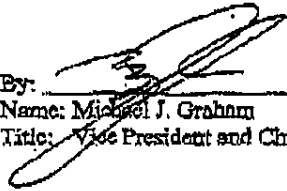
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Orlando Culinary Academy, Inc.

By: 
Name: Michael J. Graham
Title: Vice President and Chief Financial Officer

Le Cordon Bleu North America, LLC

By: 
Name: Michael J. Graham
Title: Manager

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