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TALLAHASSEE, FLORIDA

J. BRYAN
APR 13 2009
EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Celestial Butterfly, Inc.
(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Purita P. Pelejo

(Contact Person)

Celestial Butterfly, Inc.

(Firm/Company)

P. O. Box 353015

(Address)

Palm Coast, Florida 32135

(City, State and Zip Code)

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TALLAHASSEE, FLORIDA

For further information concerning this matter, please call:

Purita P. Pelejo

(Name of Contact Person)

at (386) 931 2810

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Certificate of Merger Agreement and Plan of Merger
For
Florida Limited Liability Company**

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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>
Celestial Butterfly, Inc.	Florida	Corporate -Sub S
Long Branch Manor	Florida	LLC
#L08000105539		

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>
#P03000036204 Celestial Butterfly, Inc.	Florida	Corporate -Sub S

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:

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 entitles 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: _____

Mailing address: _____

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TALLAHASSEE FLORIDA

THIS AGREEMENT AND PLAN OF MERGER is made as of March 17, 2009 by and between Celestial Butterfly Inc., a Florida subchapter S corporation and Long Branch Manor, LLC., a Florida subchapter S LLC. hereinafter sometimes collectively referred to as the Constituent Corporations."

RECITALS

A. Celestial Butterfly, Inc. was incorporated on Mar. 27, 2003. Its current capital stock consists of 100 of no par value of which 10 were issued and 90 are outstanding.

B. Long Branch Manor, LLC. was incorporated on November 12, 2008. Its authorized capital stock consists of 100 shares of no par value common stock of which 10 were issued and 90 are outstanding.

C. The respective Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of each corporation that Long Branch Manor, LLC. will merge with and into Celestial Butterfly, Inc. upon the terms and subject to the conditions set forth in this Merger Agreement for the purpose of effecting a change in the corporate structure of LLC of Long Branch Manor, LLC to incorporated (INC).

D. The Boards of Directors of the Constituent Corporations have approved this Merger Agreement.

NOW, THEREFORE, the parties do hereby adopt the plan of reorganization set forth in this Merger Agreement and do hereby agree that Long Branch Manor, LLC. shall merge with and into Celestial Butterfly, Inc. on the following terms, conditions and other provisions:

1. MERGER AND EFFECTIVE TIME. At the effective time (defined below) Long Branch Manor, LLC. Shall be merged with and into Celestial Butterfly (The Merger) and Celestial Butterfly, Inc. will be the surviving corporation of the Merger (the "Surviving Corporation"). The merger shall become effective upon the close of the business on the date when a duly executed copy of this Merger Agreement along with all required officers' certificates is filed with the Secretary of State of Florida (the Effective Time")

Long Branch Manor, LLC.
Agreement and Plan of Merger

2. EFFECT OF MERGER. At the Effective Time, the separate corporate existence of Long Branch Manor, LLC. shall cease; the corporate identity, existence,

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powers, rights and immunities of the Celestial Butterfly, Inc. as the Surviving Corporation shall continue unimpaired by the Merger; and the latter shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchise, immunities, tax credits and purposes and be subject to all the debts, liabilities, obligations, restrictions and duties of Long Branch Manor, LLC. All without further act or deed. The Certificate of Incorporation of the Surviving Corporation shall be the Certificate of Incorporation.

3. GOVERNING DOCUMENTS. At the Effective Time, the Certificate of Incorporation of Celestial Butterfly, Inc. shall become the Certificate of Incorporation of the Surviving Corporation and its bylaws shall effect immediately prior to the Effective Time shall become the Bylaws of the Surviving Corporation.

4. DIRECTORS AND OFFICERS. At the Effective Time, the directors and officers of the Celestial Butterfly, Inc. shall become the directors and officers holding the same titles and positions of the Surviving Corporation and after the Effective Time shall serve in accordance with the Certificate of Incorporation and bylaws of the Surviving Corporation.

5. CONVERSION OF SHARES of Long Branch Manor, LLC. Subject to the terms and Conditions of this Agreement, at the Effective Time, each share of Long Branch Manor, LLC. Outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and non-assessable, issued and outstanding share of Celestial Butterfly, Inc.

6. CANCELLATION OF SHARES OF CELESTIAL BUTTERFLY, INC. At the Effective Time all of the previously issued and outstanding shares of Celestial Butterfly that were issued and outstanding immediately prior to the Effective Time shall be automatically retired and canceled.

7. FURTHER ASSURANCES. From time to time as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Long Branch Manor, LLC. such deeds, assignments and other instrument and there shall be taken or caused to be taken by all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises, tax credits and authority of Long Branch manor, LLC. And otherwise carry out the purposes of this Merger Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Long Branch Manor, LLC or otherwise, to take any and all such actions to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

8. CONDITION. The consummation of the Merger is subject to the approval of the Merger Agreement and the Merger contemplated hereby by the shareholders of the Long Branch Manor, LLC. and by the sole stockholder of the Celestial Butterfly, Inc.

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TALLAHASSEE, FLORIDA

9. ABANDONMENT. At any time before the Effective Time, this Merger Agreement may be terminated and the merger abandoned by the Board of Directors of Long Branch Manor, LLC. Or Celestial Butterfly, Inc., notwithstanding approval of the Merger Agreement by the Boards of Directors and shareholders of the Constituent Corporations.

10. AMENDMENT. At any time before the Effective Time, this Merger Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations notwithstanding approval of this merger Agreement by the shareholders of the Constituent Corporations. Provided however that the amendment made subsequent to the adoption of this Agreement by stockholders of the Constituent Corporation i) shall not alter or change amount, kind of shares, cash, property and/or rights to be exchange for or upon conversion of any shares; ii) shall not alter or change any of the terms or conditions of this Merger Agreement; iii) shall not alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger;


11. GOVERNING LAW. This Agreement shall be governed by and construed under the internal laws of the State of Florida as applied to agreements among Florida residents entered into and to be performed entirely within Florida, without reference to the principles of conflicts of laws or choice of laws.

12. COUNTERPARTS. In order to facilitate the filing and recording of this Merger Agreement it may be executed in any number of counterparts each of which shall be deemed to be an original.

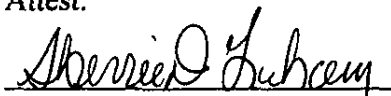
IN WITNESS WHEREOF, This Merger Agreement is hereby executed on behalf of each of the Constituent Corporation and attested by their respective officers hereunto duly authorized.

LONG BRANCH MANOR, LLC.


BY:


Purita P. Pelejo, President

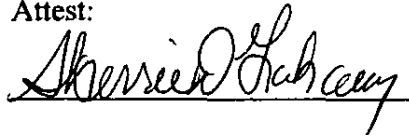
Attest:



CELESTIAL BUTTERFLY, INC.


John M. Campbell, President

Attest:



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