

P03000/18006

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

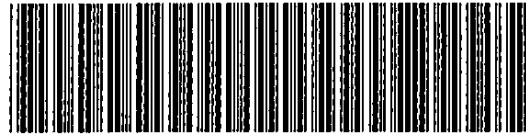
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800082695188

merge

News 12/22/06--01005--002 **70.00

Effective date
12-31-06

FILED
2006 DEC 22 AM 11:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FRIEDMAN, ROSENWASSER & GOLDBAUM

A PROFESSIONAL ASSOCIATION

ATTORNEYS AND COUNSELORS AT LAW

THE PLAZA • SUITE 801

5355 TOWN CENTER ROAD

BOCA RATON, FLORIDA 33486

TELEPHONE (561) 395-5511

TELEFAX (561) 368-9274

December 19, 2006

Via FedEx

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

RE: R&R Publishing Group, Inc. (Surviving Corporation)

Dear Sir/Madam:

Enclosed herewith please find the following:

1. Articles of Merger pursuant to which Clubhouse Living, Inc., a Florida corporation is to be merged with and into R&R Publishing Group, Inc., a Florida corporation. R&R Publishing Group, Inc. will be the surviving corporation. Please note the **effective date of December 31, 2006**.
2. Our check in the amount of \$70.00 made payable to Florida Department of State to cover the filing fee.

If you have any questions with regard to the above, feel free to call the undersigned.

Sincerely,


Andrew R. Friedman

ARF
Encl.

**ARTICLES OF MERGER
OF
CLUBHOUSE LIVING, INC.
(a Florida corporation)
INTO
R & R PUBLISHING GROUP, INC.
(a Florida corporation)**

Pursuant to sections 607.1101 and 607.1109 of the Florida General Corporation Act, the undersigned corporations adopt the following Articles of Merger:

FIRST: The names of the corporations who are parties to the merger are **Clubhouse Living, Inc.**, a Florida corporation, and **R & R Publishing Group, Inc.**, a Florida corporation. **R & R Publishing, Inc.**, a Florida corporation, shall be the surviving corporation.

SECOND: **Clubhouse Living, Inc.** is a corporation organized under the laws of the State of Florida. **R & R Publishing Group, Inc.** is a corporation organized under the laws of the State of Florida.

THIRD: The Certificate of Incorporation of **R & R Publishing Group, Inc.**, a Florida corporation shall not be affected by the merger.

FOURTH: All of the issued and outstanding shares of **Clubhouse Living, Inc.** shall be cancelled automatically without any action on the part of the holder of any shares of **Clubhouse Living, Inc.** or **R & R Publishing Group, Inc.**

FIFTH: The Plan of Merger was approved by the Board of Directors of **Clubhouse Living, Inc.**, on November 20, 2006, and it was adopted by its stockholders on November 20, 2006. The Plan of Merger was approved by the Board of Directors of **R & R Publishing Group, Inc.** on November 20, 2006, and was adopted by all of its stockholders on November 20, 2006.

SIXTH: The Plan of Merger is attached hereto as Exhibit "A".

SEVENTH: This Merger shall become effective as of December 31, 2006.

Signed this 30 day of November, 2006.

R & R Publishing Group, Inc.
a Florida corporation

Clubhouse Living, Inc.
a Florida corporation

By: Sherry Ruttner, President
Sherry Ruttner, President

By: Sherry Ruttner, President
Sherry Ruttner, President

AGREEMENT AND PLAN OF MERGER
Between
CLUBHOUSE LIVING, INC.
(a Florida corporation)
And
R & R PUBLISHING GROUP, INC.
(a Florida corporation)

FILED
2006 DEC 22 AM 11:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Agreement and Plan of Merger is made and entered into as of the 30 day of November, 2006, by and among **Clubhouse Living, Inc.**, a Florida corporation (hereinafter referred to as "Clubhouse"), and **R & R Publishing Group, Inc.**, a Florida corporation (hereinafter referred to as "R&R" or as the "Surviving Corporation"); Clubhouse and R&R are sometimes hereinafter collectively referred to as the "Constituent Corporations".

WITNESETH:

WHEREAS, the total number of shares which Clubhouse has authority to issue is 100,000 shares of common stock, no par value (such stock being hereinafter referred to as "Clubhouse Stock"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the total number of shares which R&R has authority to issue is 100,000 shares of common stock, no par value (such stock being hereinafter referred to as "R&R Stock"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the board of directors of each of the Constituent Corporations deem it advisable that Clubhouse be merged into R&R in a transaction intended to qualify under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and that Clubhouse be merged into R&R on the terms and conditions hereinafter set forth, in accordance with the laws of the State of Florida which permit such merger.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, Clubhouse and R&R, by their respective boards of directors, have agreed, and do hereby agree, each with the other as follows:

1. Clubhouse shall be merged into R&R, the Surviving Corporation.
2. The merger shall become effective pursuant to the laws of the State of Florida as of December 31, 2006 (the "Effective Date"). At the Effective Date:

A. The two Constituent Corporations shall be a single corporation, which shall be R&R, the Surviving Corporation, and the separate existence of Clubhouse shall cease;

B. R&R shall possess all of the rights, privileges, immunities and franchises,

both public and private, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations, shall be taken and deemed to be vested in the Surviving Corporation without further act or deed; and the title to all real estate, or any interest therein, vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the merger;

C. R&R shall be responsible and liable for all of the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be substituted in its place, and neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the merger;

D. The by-laws of R&R shall be the by-laws of the Surviving Corporation; and

E. The directors and officers of the Surviving Corporation shall be as follows:

Sherry Ruttner

President/Secretary/Treasurer/Director

F. All of the issued and outstanding shares of Clubhouse shall be cancelled automatically without any action on the part of the holder of any shares of Clubhouse or R&R.

3. The Certificate of Incorporation of R&R shall not be amended in any respect by reason of this Agreement, and said Certificate of Incorporation shall constitute the Certificate of Incorporation of the Surviving Corporation until altered, amended, restated or repealed in the manner provided by law.

4. All legal, accounting and other costs incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the parties incurring such expenses.

5. The principal office of the Surviving Corporation shall be 20283 State Road 7, Suite 400, Boca Raton, Florida. The registered agent of the Surviving Corporation shall be Sherry Ruttner, at 10338 Medicis Place, Wellington, Florida 33467.

6. If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any property or rights of Clubhouse, then the proper officers and directors of Clubhouse shall and will execute and make all such proper assignments and assurances in law and do all things necessary or proper to thus vest such property or rights in the Surviving Corporation and otherwise to carry out the purposes of this Agreement. Without limiting the foregoing, the parties to this Agreement intend that any and all distributions of assets and other properties pursuant to this Agreement shall be completed

no later than December 31, 2006.

7. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated by either of the Constituent Corporations by an appropriate resolution of its board of directors at any time, provided that the Articles of Merger shall not have been filed with the Secretary of the State of Florida.

8. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which, taken together, shall constitute one and the same instrument.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

R & R Publishing Group, Inc.

Clubhouse Living, Inc.

By: Sherry Ruttner, President
Sherry Ruttner, President

By: Sherry Ruttner, President
Sherry Ruttner, President