

POL0000087765

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MERGER OR SHARE EXCHANGE

PLANET KIDS VII, INC.

Certificate of Status	0
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APR - 7 2009

EXAMINER

APR. 3. 2009 4:32PM

FILED NO. 464 P. 2/7
SECRETARY OF STATE
DIVISION OF CORPORATIONS

09 APR -6 AM 8:55

**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>
The Residences at Haverhill, LLC	Florida	Limited Liability Company
Planet Kids VII, Inc.	Florida	Corporation
		LD7-8614
		PO6-87765

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>
Planet Kids VII, Inc.	Florida	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, 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:

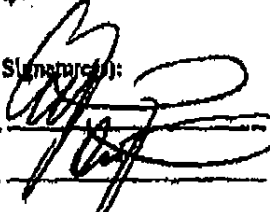
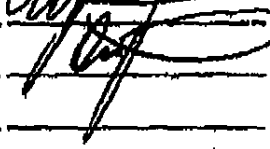
SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

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.

EIGHTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
The Residences At Haverhill, LLC		Manuel Samia
Planet Kids VII, Inc.		Manuel Samia

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

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made this 17th day of March, 2009, by and between **The Residences at Haverhill, LLC**, a limited liability company formed and existing under the laws of the State of Florida (hereinafter referred to as the "Merging Company") and **Planet Kids VII, Inc.**, a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Company").

WHEREAS, the Managers and Members of the Merging Company and the Managers and Members of the Company deem it advisable and generally in the best interests of the respective parties and their respective Members that the parties effect a merger (the "Merger") pursuant to the applicable corporate laws, with the Company being the surviving entity.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, and of the mutual benefits hereby provided, the sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. **Merger.** At the Effective Time (as defined in Section 5 hereof), Merging Company will be merged with and into the Company in a statutory merger pursuant to this Agreement and Plan of Merger and in accordance with applicable provisions of Florida law as follows:

- (a) Each Membership Unit of the Merging Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive one share of the Common Capital Stock of the surviving Company, as the surviving entity. All of the Membership Units of the Merging Company, when so converted, shall automatically be cancelled, shall cease to exist and shall no longer be outstanding.
- (b) Each share of the Common Capital Stock of the surviving Company that is issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent eight tenths (.8) of one share of the Common Capital Stock of the surviving Company at the Effective Time.
- (c) Until surrendered, each certificate, agreement or other instrument which prior to the Effective Time represented a Merging Company Membership Unit, if any, shall be deemed at the Effective Time for all purposes to represent only the right to receive that common stock of the surviving Company as provided in this Section 1. With respect to any such certificate, agreement or other instrument, if any, that has been lost or destroyed, the surviving Company shall issue the common stock attributable to such certificate, agreement or other instrument upon receipt of evidence and indemnity reasonably satisfactory to it of ownership of the merging Company's Membership Interest thereby.

2. **Effect of Merger.** At the Effective time, (a) the separate existence of the Merging Company shall cease and the Merging Company shall be merged with and into the surviving Company and the surviving Company, a Florida corporation, will be the surviving entity pursuant to the terms of the Articles of Merger; (b) the Articles of incorporation of the surviving Company, as in effect immediately prior to the Effective Time, shall be the Articles of incorporation of the surviving entity until duly amended in accordance with their terms and applicable law; (c) each Membership Unit of the Merging Company outstanding immediately prior to the Effective Time shall be converted as provided above; (d) The common stock of the surviving Company outstanding immediately prior to the Effective Time shall be converted and remain outstanding as provided above; (e) the Members of the Merging Company receiving the common stock of the surviving Company as set forth above shall be stockholders of the

surviving Company as the surviving entity, and the president of the surviving Company shall be the president of the surviving Company as the surviving entity; and (f) the Merger shall have all of the effects provided by applicable law.

3. Filing. The Company and the Merging Company shall promptly cause Articles of Merger in form and substance satisfactory to each party hereto and its respective counsel to be executed and filed with the office of the Secretary of State of the State of Florida.

4. Conduct of the Merging Company and the Company.

(a) Until the Effective Time each of Merging Company and the surviving Company shall continue to conduct its business without material change and shall not make any distribution or other disposition of assets, capital or surplus, except in the ordinary course of business or with the consent of the other.

5. Effective Time. The merger shall be effective as of the close of business on March 17, 2009 (the "Effective Time").

6. Rights and Liabilities of Merging Company. At and after the Effective Time, without further act or deed, all of the rights, privileges and powers, and all of the property, real, personal and mixed of, and all debts due to Merging Company, as well as all of the things and causes of action belonging to Merging Company shall be the property of the surviving Company as they were the property of Merging Company, and the title to any real estate vested by deed or otherwise in Merging Company shall not revert or be in any way impaired by reason of the Merger; all rights of creditors and all liens upon any property of any of the parties hereto shall be preserved unimpaired, and all debts, liabilities, and duties of the respective parties hereto shall thenceforth attach to the surviving Company and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by it.

7. Further Assurances. If, at any time after the Effective Time, the surviving Company shall consider or be advised that any further deeds, assignments or assurances in law or any other actions are necessary, desirable or proper to vest, perfect or confirm of record or otherwise, in it, the title to any property or rights of Merging Company and the surviving Company acquired or to be acquired by reason of, or as a result of, the Merger, Merging Company and the surviving Company agree that such entities and their proper officers and managers shall execute and deliver all such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the surviving Company and otherwise to carry out the purpose of this Agreement and Plan of Merger, and that the proper officers of the surviving Company are fully authorized and directed in the name of the Merging Company and the surviving Company or otherwise to take any and all such actions.

8. Governing Law. This Agreement and Plan of Merger shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to any applicable conflicts of law.

9. Termination. This Agreement and Plan of Merger may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

SIGNATURES ON NEXT PAGE

APR. 3.2009 4:34PM

NO.464 P.7/7

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement and Plan of Merger this 17 day of March, 2009.

The Residences at Haverhill, LLC, a Florida limited liability company

By: 
Manuel Sarria, Manager

Planet Kids VII, Inc., a Florida corporation

By: 
Manuel Sarria, President

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