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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2011 SEP 20 PM 11:49

FILED

**SHERMAN
SILVERSTEIN**
ATTORNEYS AT LAW

Robert E. Schwartz, Esq.
Direct Dial 856.661.2077
rschwartz@shermansilverstein.com

September 19, 2011

VIA UNITED PARCEL SERVICE

Florida Department of State
Amendment Section - Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Camp Mataponi, Inc. - Articles of Merger for a Profit Corporation

Dear Sir or Madam:

Enclosed please find an original and copy (for time stamping) of an Articles of Merger for a Profit Corporation in connection with the above referenced matter.

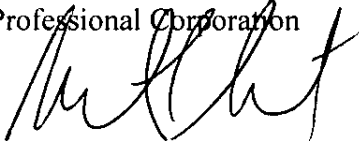
Also enclosed is our check in the amount of \$78.75 made payable to the Florida Department of State together with a self-addressed stamped envelope for your convenience.

Should you have any questions concerning the foregoing, please call me.

Very truly yours,

SHERMAN, SILVERSTEIN, KOHL, ROSE & PODOLSKY, P.A.

A Professional Corporation



ROBERT E. SCHWARTZ

RES/sh
Enclosures

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Camp Mataponi, Inc.	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Camp Mataponi, Inc.	New Jersey	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on November 20, 2010.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 20, 2010.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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TALLAHASSEE, FLORIDA

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

Surviving Corporation
Camp Mataponi, Inc.

De Isor

Daniel I. Isdaner, President

Merged Corporation
Camp Mataponi, Inc.

De Isor

Daniel I. Isdaner, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER, made effective as of this 20th day of November, 2010, by and between Camp Mataponi, Inc., a New Jersey corporation (hereinafter referred to as "CMINJ") and Camp Mataponi, Inc., a Florida corporation (hereinafter sometimes referred to as "CMIFL"), said corporations hereafter collectively referred to as the "Constituent Corporations."

WITNESSETH:

WHEREAS, CMINJ is a corporation duly organized and existing under the laws of the State of New Jersey, its articles of incorporation having been filed in the office of the New Jersey Department of Treasury on January 18, 2000; and

WHEREAS, the total number of shares of stock which CMINJ has authority to issue is one thousand (1,000) of which one hundred shares are now issued and outstanding, and upon completion of certain transactions occurring prior to or simultaneously herewith, the ownership of which shall be as follows:

Daniel I. Isdaner	fifty (50) shares
Marcy Isdaner	fifty (50) shares

WHEREAS, CMIFL is a corporation duly organized and existing under the laws of the State of Florida, its articles of incorporation having been filed in the office of the Secretary of State of Florida on December 1, 2010; and

WHEREAS, the total number of shares of stock which CMIFL has authority to issue is one thousand (1,000), of which one hundred (100) shares are now issued and outstanding, and upon completion of certain transactions occurring prior to or simultaneously herewith, the ownership of which is as follows:

Daniel I. Isdaner	fifty (50) shares
Marcy Isdaner	fifty (50) shares

WHEREAS, the board of directors and shareholder of each of CMINJ and CMIFL have this day determined it to be in the best interests of each respective corporation that CMINJ be merged into CMIFL on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the Florida Business Corporation Law, as amended (hereinafter referred to as the "Act").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. Merger. CMINJ shall be merged with and into CMIFL on the effective date hereinafter set forth, in accordance with the Act and other applicable laws of the State of Florida, and on the terms and conditions set forth in this Plan and Agreement of Merger. From and after such effective date, CMIFL shall be the "surviving corporation" and shall continue to do business as a domestic business corporation organized and existing under the laws of the State of Florida, unaffected and unimpaired by the merger, with all rights, privileges, immunities and powers, and subject to all duties and liabilities, of a corporation organized and existing under the laws of the State of Florida.

2. Effective Date of Merger. The merger contemplated by this Plan and Agreement of Merger shall become effective December 31, 2010. Articles of merger, substantially in form attached hereto as Exhibit A, shall be filed with the Florida Department of State and the New Jersey Department of Treasury in advance of the effective date, and shall specify December 31, 2010 as the effective date of the merger.

3. Articles of Incorporation of Surviving Corporation. The articles of incorporation of CMIFL, existing upon the effective date of the merger, shall be and remain the articles of incorporation of the surviving corporation immediately following the merger, until otherwise altered, amended or repealed.

4. By-Laws of the Surviving Corporation. The by-laws of CMIFL in force on the effective date of the merger shall be and remain the by-laws of the surviving corporation immediately following the merger, until otherwise altered, amended or repealed.

5. Directors and Officers. All of the directors and officers of CMIFL as of immediately prior to the effectiveness of the merger shall be and remain as the directors and officers of the surviving corporation immediately following the merger, until their respective successors shall be elected and qualified.

6. Ownership Interests. Upon the effective date of the merger: (a) each of the outstanding shares of the capital stock of CMINJ, and all rights and respects thereof, shall be surrendered, cancelled and terminated, and shall be exchanged, pro rata, for one hundred (100) newly issued shares of the common capital stock of CMIFL, which collectively shall represent a one hundred percent (100%) ownership interest in the surviving corporation; and (b) each of the one hundred (100) outstanding shares of the capital stock of CMIFL, and all rights and respects thereof, shall be surrendered, cancelled and terminated. Subsequent to the merger, the shareholders of and their respective interests in the surviving corporation shall be as follows:

Daniel I. Isdaner	fifty (50) shares
Marcy Isdaner	fifty (50) shares

7. Effect of Merger Upon Assets, Liabilities, Etc. of Constituent Corporations. Upon the effective date of the merger:

(a) the separate existence of CMINJ shall terminate and CMIFL shall succeed to all of the rights, privileges and powers of CMINJ and shall become the owner, without transfer or further act or deed, of all property, real, personal and mixed, and shall be liable for all debts,

obligations, restrictions, disabilities and duties of each of CMINJ and CMIFL, the rights of creditors and liens upon any property of either of CMINJ or CMIFL being preserved unimpaired; and

(b) the assets and liabilities of each of CMINJ and CMIFL shall be taken up on the books of CMIFL in the amount at which they shall at the time of the merger have been carried on the books of CMINJ and CMIFL respectively.

8. Shareholder Approval. This Plan and Agreement of Merger has been submitted to all of the shareholders of each of CMINJ and CMIFL for approval, said shareholders having approved same by unanimous written consent in compliance with the charter and/or by-laws of the respective corporation, and under the applicable laws of the State of New Jersey and Florida respectively. In accordance with such approval, the proper officers of each of CMINJ and CMIFL have been, and they hereby are, authorized and directed to perform all acts and execute and deliver to the proper authorities for filing, all documents as the same may be necessary or proper to render effective the merger contemplated by this Plan and Agreement of Merger.

9. Delivery of Further Instruments. From time to time, as when requested by CMIFL or by its successors or assigns, CMINJ, through its duly authorized officers, shall execute and deliver, or cause to be executed and delivered, all deeds and other instruments, and shall take, or cause to be taken, all such actions as CMIFL may reasonably deem necessary and/or desirable in order to more fully vest in and confirm to the surviving corporation title to and possession of all the property, rights, privileges, powers and franchises referred to in paragraph 7 hereof, and otherwise to carry out the intent and purposes of this Plan and Agreement of Merger.

10. Expenses. The surviving corporation shall pay all expenses of carrying this Plan and Agreement of Merger into effect and accomplishing the merger provided for herein.

11. Tax Ramifications. This Plan and Agreement of Merger involves a statutory merger of two (2) corporations as described in Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "Code"), and this Plan and Agreement of Merger is adopted to satisfy the requirements of said Section pertaining to non-recognition of gains and losses. It is the intention of the parties to this Plan and Agreement of Merger that the merger comply with the requirements of said Section, and any applicable related Section, of the Code, and any applicable Treasury Regulations promulgated thereunder. It is the further intent of the parties that the surviving corporation maintain its election as an "S" corporation under the Code, and under the laws of the State of Florida, following the merger, and the parties shall not take any action which will jeopardize said federal and state elections.

12. Attorney Review and Waiver of Conflicts. The parties acknowledge that they have requested that joint legal counsel draft this Plan and Agreement of Merger to incorporate the terms negotiated by the parties on their own. EACH PARTY HAS, PRIOR TO THE EXECUTION OF THIS PLAN AND AGREEMENT OF MERGER, BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS PLAN AND AGREEMENT OF MERGER THOROUGHLY WITH SEPARATE LEGAL COUNSEL, AND HAS EITHER DONE SO OR HAS KNOWINGLY WAIVED THE OPPORTUNITY TO DO SO. THE PARTIES THEREFORE KNOWINGLY AND VOLUNTARILY WAIVE ANY CONFLICTS DRAFTING COUNSEL MAY HAVE WITH

RESPECT TO REPRESENTING THE PARTIES IN CONNECTION WITH THE PREPARATION OF THIS PLAN AND AGREEMENT OF MERGER.

13. Modification. No change or modification of this Plan and Agreement of Merger shall be valid unless the same be in writing and signed by all the parties hereto.

14. Benefit and Assignment. This Plan and Agreement of Merger shall inure to the benefit of, and shall be binding upon, the undersigned parties hereto, and their heirs, personal representatives, successors and permitted assigns.

15. Interpretation. All questions and interpretations of this Plan and Agreement of Merger shall be construed under the laws of the State of Florida.

16. Invalid Provision. The invalidity or unenforceability of any particular provision of this Plan and Agreement of Merger shall not affect the other provisions hereof, and the Plan and Agreement of Merger shall be construed in all respects as if such invalid or unenforceable provisions were omitted.


17. Headings. The section and paragraph headings used in this Plan and Agreement of Merger are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

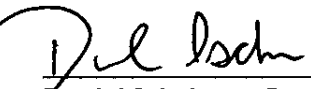
18. Preamble. The preamble to this Plan and Agreement of Merger is incorporated herein by this reference. Such preamble, however, is intended to be of an interpretational nature only and is not intended to be construed as establishing any duty, obligation or right independent of those contained in any other section or paragraph hereof.

IN WITNESS WHEREOF, each of the parties hereto have caused this Plan and Agreement of Merger to be executed by its respective duly authorized officers the day and year first above written.

ATTEST:

CAMP MATAPONI, INC., a New Jersey corporation

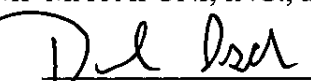


By: 
Daniel I. Isdaner, President

ATTEST:

CAMP MATAPONI, INC., a Florida corporation



By: 
Daniel I. Isdaner, President