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Florida Department of State
Division of Corporations
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Division of Corporations
Fax Number : (850) 617-6380

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : I20000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

****Enter the email address for this business entity to be used for annual report mailings. Enter only one email address please.**

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**MERGER OR SHARE EXCHANGE
LA PLACE DU SOLEIL, INC.**

Certificate of Status	0
Certified Copy	0
Page Count	01 09
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EXAMINER**FILED**

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SOS FL:

Please find merger document that is being re-faxed. It appears that you never received our original fax filing request on June 26th. I've attached the original fax confirmation page so you can back date it to the 26th.

Let me know if you have any questions.

Carina Dunlap
Customer Service Specialist
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301
ph# 800-927-9801 ext 2951
www.cscglobal.com

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From: RightFax E-mail Gateway <ndr@cscinfo.com>
Posted: Tuesday, June 26, 2012 2:19 PM
Conversation: Your fax has been successfully sent to FLORIDASOS at 850-617-6380. RE: LA PLACE DU
SOLEIL, INC.
Posted To: Southern Client Correspondence
Subject: Your fax has been successfully sent to FLORIDASOS at 850-617-6380. RE: LA PLACE DU
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Your fax has been successfully sent to FLORIDASOS at 850-617-6380. RE: LA PLACE DU SOLEIL, INC.

From: bpeirce@cscinfo.com

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Result: (0/339;0/0) Successful Send
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**Certificate of Merger
For
Florida Limited Liability Company**

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>
La Place du Soleil II, LLC	Florida	Limited Liability Company
#L08000116690		

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>
La Place du Soleil, 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.

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FOURTH: The attached plan of merger was approved by each other business entity, not 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:

Date of filing _____

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 entitled 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:

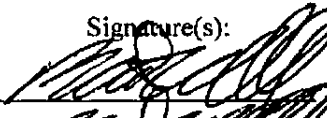

Street address: N/A

Mailing address: _____

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
<u>La Place du Soleil II, LLC</u>		Robert H. Williams, Jr., Managing Member
<u>La Place du Soleil, Inc.</u>		Robert H. Williams, Jr., Vice President
_____	_____	_____
_____	_____	_____

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

<u>Fees:</u> For each Limited Liability Company:	\$25.00
For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50
For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00

<u>Certified Copy (optional):</u>	\$30.00
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**AGREEMENT AND PLAN OF MERGER
OF
LA PLACE DU SOLEIL II, LLC
(a Florida Limited Liability Company)
INTO
LA PLACE DU SOLEIL, INC.
(a Florida Corporation)**

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THIS AGREEMENT AND PLAN OF MERGER, dated as of June 22, 2012, is between La Place du Soleil II, LLC ("La Place II"), a Florida limited liability company, and La Place du Soleil, Inc. ("La Place"), a Florida corporation. La Place II and La Place are sometimes referred to herein collectively as the "Constituent Companies."

Recitals:

La Place II is a limited liability company duly organized and existing under the laws of the State of Florida.

La Place is a corporation duly organized and existing under the laws of the State of Florida, and its total authorized capital stock is 1,000 shares of Common Stock, no par value per share.

The Board of Directors of La Place has determined that it is advisable and in the best interests of La Place and La Place II that La Place II merge with and into La Place upon the terms and conditions herein provided.

The Board of Directors of La Place and the Managing Member of La Place II have approved this Agreement and have directed that this Agreement be submitted to a vote of the shareholders and members of the Constituent Companies and that it be executed by duly authorized persons of the Constituent Companies.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, La Place II and La Place hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

I. MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Florida Business Corporation Act and the Florida Statutes, La Place II shall be merged with and into La Place (the "Merger") and the separate existence of La Place II shall cease. La Place shall be, and is herein sometimes referred to as, the "Surviving Corporation."

1.2 Filing and Effectiveness. The Merger shall not become effective until the following actions shall be completed:

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(a) This Agreement and the Merger shall have been adopted and approved by the shareholders of La Place and the managing member of La Place II in accordance with the requirements of the Florida Business Corporation Act and the Florida Statutes;

(b) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof; and

(c) An executed Certificate of Merger meeting the requirements of the Florida Business Corporation Act and the Florida Statutes shall have been filed with the Department of State of the State of Florida.

The date and time when the Merger shall become effective as aforesaid is herein called the "Effective Date of the Merger."

1.3 Effect of the Merger. Upon the Effective Date of the Merger, the separate existence of La Place II shall cease, and La Place, as the Surviving Corporation shall: (i) continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date of the Merger, (ii) be subject to all actions previously taken by its directors and the members of La Place II, (iii) succeed, without other transfer or assignment, to all of the assets, rights, powers and property of La Place II in the manner more fully set forth in the Florida Business Corporation Act and Florida Statutes, (iv) continue to be subject to all of the debts, liabilities and obligations of La Place II as constituted immediately prior to the Effective Date of the Merger, and (v) succeed, without other transfer or assignment, to all of the debts, liabilities and obligations of La Place II in the same manner as if La Place had itself incurred them, all as more fully provided under the applicable provisions of the Florida Business Corporation Act and the Florida Statutes.

1.4 Waiver of Dissenters Rights. La Place II hereby waives any and all rights to dissent from the Merger.

II. ORGANIZATIONAL DOCUMENTS, DIRECTORS AND OFFICERS

2.1 Articles of Incorporation. The Articles of Incorporation of La Place, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

2.2 By-laws. The By-laws of La Place, as in effect immediately prior to the Effective Date of the Merger, shall continue in full force and effect as the By-laws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law;

2.3 Directors and Officers. The directors and officers of La Place immediately prior to the Effective Date of the Merger shall be the directors and officers of the Surviving Corporation until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the By-laws of the Surviving Corporation.

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III. MANNER OF CONVERSION OF INTERESTS

3.1 La Place II Interests. Upon the Effective Date of the Merger, each membership interest of La Place II outstanding immediately prior thereto shall be cancelled and no payment shall be made with respect thereto.

3.2 La Place Common Stock. Upon the Effective Date of the Merger, each share of Common Stock of La Place issued and outstanding immediately prior thereto shall continue to be issued and outstanding.

IV. GENERAL

4.1 Further Assurances. From time to time, as and when required by La Place or by its successors or assigns, there shall be executed and delivered on behalf of La Place II such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or confirm of record or otherwise by La Place the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of La Place II and otherwise to carry out the purposes of this Agreement, and the officers and directors of La Place are fully authorized in the name and on behalf of La Place II or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.2 Abandonment. At any time before the Effective Date of the Merger, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the board of directors of La Place or the managing member of La Place II, or both, notwithstanding the approval of this Agreement by the shareholders of La Place.

4.3 Amendment. The board of directors and the managing member of the Constituent Companies may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Department of State of the State of Florida, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of La Place and the managing member of La Place II shall not: (a) alter or change the amount or kind of interest, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the interests of such Constituent Companies, (b) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger or (c) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any interests of any Constituent Corporation.

4.4 Registered Office. The registered office of the Surviving Corporation in the State of Florida is to be located at 100 N.E. 20th Terrace, Deerfield Beach, Florida 33441.

4.5 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 320 Sparta Avenue, Sparta, New Jersey 07871 and copies thereof will be furnished to any shareholder or member of either of the Constituent Companies, upon request and without cost.

4.6 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Florida.


4.7 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the managing member of La Place II, a Florida limited liability company, and the shareholders of La Place, a Florida corporation, is hereby executed on behalf of each of such two companies and attested by their respective officers thereunto duly authorized.

La Place du Soleil II, LLC,
a Florida limited liability company

By: La Place du Soleil, Inc., Managing
Member

By: 
Robert H. Williams Jr.
Vice President

La Place du Soleil, Inc.,
a Florida corporation

By: 
Robert H. Williams Jr.
Vice President

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