

743502

Florida Department of State
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**MERGER OR SHARE EXCHANGE
EASTPOINTE COUNTRY CLUB, INC.**

Certificate of Status	0
Certified Copy	0
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EFFECTIVE DATE
11-1-15

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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ARTICLES OF MERGER

(Not for Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

EFFECTIVE DATE
11-1-2015

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
EASTPOINTE COUNTRY CLUB, INC.	FLORIDA	743502

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
THE GOLF AND RACQUET CLUB		
AT EASTPOINTE, INC.	FLORIDA	758621

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 11 / 01 / 15 (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).

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

(Attach additional sheets if necessary)

H15000260408

Fifth: ADOPTION OF MERGER BY SURVIVING CORPORATION
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the surviving corporation on September 30, 2015.
The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows:
266 FOR 74.5 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

Sixth: ADOPTION OF MERGER BY MERGING CORPORATION(S)
(COMPLETE ONLY ONE SECTION)

SECTION I

The plan of merger was adopted by the members of the merging corporation(s) on August 15, 2015. The number of votes cast for the merger was sufficient for approval and the vote for the plan was as follows: 84 FOR 21 AGAINST

SECTION II

(CHECK IF APPLICABLE) The plan or merger was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

SECTION III

There are no members or members entitled to vote on the plan of merger.
The plan of merger was adopted by the board of directors on _____. The number of directors in office was _____. The vote for the plan was as follows: _____ FOR _____ AGAINST

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Seventh: SIGNATURES FOR EACH CORPORATION

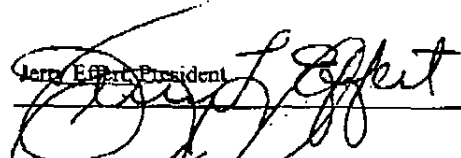
Name of Corporation

Signature of the chairman/
vice chairman of the board
or an officer.

Typed or Printed Name of Individual & Title

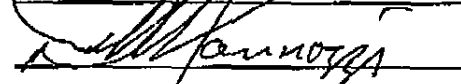
EASTPOINTE COUNTRY CLUB, INC.

Jerry Effert, President



THE GOLF AND RACQUET CLUB

Donald Iannazzo, President



AT EASTPOINTE, INC.

Donald Iannazzo, President

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MERGER AGREEMENT

BETWEEN

EASTPOINTE COUNTRY CLUB, INC.

AND

THE GOLF AND RACQUET CLUB AT EASTPOINTE, INC.

DATED: July 9, 2015

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

15 OCT 30 AM 9:31

MERGER AGREEMENT

THIS MERGER AGREEMENT ("**this Agreement**"), made and entered into as of the 9th day of July, 2015, by and between EASTPOINTE COUNTRY CLUB, INC., a Florida not-for-profit corporation (the "**Surviving Corporation**") and THE GOLF AND RACQUET CLUB AT EASTPOINTE, INC., a Florida not-for-profit corporation ("**GR**"). Together the Surviving Corporation and GR are sometimes referred to herein as the "**Constituent Corporations**."

BACKGROUND:

The Surviving Corporation is a Florida not-for-profit corporation organized and existing to operate a private golf and tennis country club exclusively for the pleasure and recreation of its members under the laws of the State of Florida, having been incorporated on July 7, 1978. GR is a Florida not-for-profit corporation organized and existing to own and operate a private golf, tennis, swimming, fitness and social club exclusively for the pleasure and recreation of its members and guests under the laws of the State of Florida, having been incorporated on June 3, 1981. Both Surviving Corporation and GR are tax-exempt entities under Section 501(c)(7) of the Internal Revenue Code as amended ("**the Code**"), as social clubs. The Board of Directors of GR and the Board of Governors of Surviving Corporation have determined that it is desirable and in the best interest of each of them and their members that GR merge with the Eastpointe Country Club, Inc, the Surviving Corporation, which will acquire all of the assets and assume all of the liabilities of GR and recognize GR Members as Members of the Surviving Corporation. On the effective date of merger and thereafter, length of membership shall include total length of membership in GR and the Surviving Corporation in the aggregate.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth below, and intending to be legally bound hereby, the parties confirm the accuracy of the information set forth in the introductory paragraph and the BACKGROUND section, and agree as follows:

ARTICLE I

DEFINITIONS

- Section 1.1 **Act.** The "Act" means as defined in Section 2.1.
- Section 1.2 **Agreement.** The "Agreement" means this Merger Agreement.
- Section 1.3 **Articles of Merger.** The "Articles of Merger" means as defined in Section 2.3.
- Section 1.4 **Association.** The "Association" means the Eastpointe Home Owners' Association, Inc."
- Section 1.5 **BCG.** The "BCG" means as defined in Section 2.10(b).
- Section 1.6 **Board.** The "Board" means as defined by the Board of Governors of the Surviving Corporation after the effective date.

Section 1.7 Bylaws. The "Bylaws" mean the bylaws of the Surviving Corporation as amended from time to time.

Section 1.8 Closing. The "Closing" means as defined in Section 2.2.

Section 1.9 Closing Date. The "Closing Date" means as defined in Section 2.2

Section 1.10 Constituent Corporations. The "Constituent Corporations" means as defined in the preamble.

Section 1.11 "Severability". means as defined in Section 11.10.

Section 1.12 Environmental Law—any Legal Requirement that requires or relates to:

- (a) advising appropriate authorities, employees or the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the Environment;
- (b) preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment;
- (c) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated;
- (d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;
- (e) protecting resources, species or ecological amenities;
- (f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances;
- (g) cleaning up pollutants that have been Released, preventing the Threat of Release or paying the costs of such clean up or prevention; or
- (h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets..

Section 1.13 Effective Time. The "Effective Time" means as defined in Section 2.3

Section 1.14 Environment—soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

Section 1.15 Escrow Agreement. The "Escrow Agreement" means the escrow agreement attached hereto as Exhibit J.

Section 1.16 Facilities. "Facilities" means any real property, leasehold or other interest in real property currently owned or operated by either Constituent Corporation.

Section 1.17 Full Voting Member. Prior to the Effective Time, a "Full Voting Member" means any member of a Constituent Corporation who holds a membership that entitles the member to vote in the election of the board of governors of a Constituent Corporation. After the Effective Time, a "Full Voting Member" means any member who holds a membership interest that entitles the member to vote in the election of the Board of Governors of the Surviving Corporation.

Section 1.18 Full Voting Membership. A "Full Voting Membership" is a membership of a Full Voting Member.

Section 1.19 Golf Membership. The "Golf Membership" means as defined in Section 2.9.

Section 1.20 Governors. The "Governors" means as defined in Section 2.6.

Section 1.21 GR Financial Statements. The "GR Financial Statements" mean as defined in Section 3.2.

Section 1.22 Governmental Body. "Governmental Body" means any:

- (a) nation, state, county, city, town, borough, village, district or other jurisdiction;
- (b) federal, state, local, municipal, foreign or other government;
- (c) governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court, tribunal or other entity exercising governmental or quasi-governmental powers);
- (d) multinational organization or body;
- (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
- (f) official of any of the foregoing.

Section 1.23 Hazardous Activity. "Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material in, on, under, about or from any of the Facilities or any part thereof into the Environment and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm, to persons or property on or off the Facilities.

Section 1.24 Hazardous Material. "Hazardous Material" means any substance, material or waste which is or will foreseeably be regulated by any Governmental Body, including any material, substance or waste which is defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "toxic waste" or "toxic substance" under any provision of Environmental Law,

and including petroleum, petroleum products, asbestos, presumed asbestos-containing material or asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

Section 1.25 Letter of Instruction. The "Letter of Instruction" means the letter of instruction attached hereto as Exhibit I.

Section 1.26 Mandatory Dues. The "Mandatory Dues" means as defined in Section 9.2.

Section 1.27 Merger. The "Merger" means as defined in Section 2.1.

Section 1.28 Non-Equity Members. The "Non-Equity Members" means as defined in Section 2.9(c).

Section 1.29 January 2017 Annual Meeting. The "Post-Merger Annual Meeting" means as defined in Section 2.6

Section 1.30 Release—any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

Section 1.31 Membership Classes. The "Membership Classes" means as defined in Section 2.9.

Section 1.32 Surviving Corporation. The "Surviving Corporation" means as defined in the preamble.

Section 1.33 Surviving Corporation Financial Statements. The "Surviving Corporation Financial Statements" means as defined in Section. 4.2

Section 1.34 Termination. "Termination" shall mean as defined in Section 9.1

Section 1.35 Threat of Release—a reasonable likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

ARTICLE II

MERGER

Section 2.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and the Florida Not-for-profit corporation Act (Chapter 617, Florida Statutes) as amended ("the Act"), GR will merge with Surviving Corporation as of the Effective Time (defined below), Surviving Corporation will continue as the Surviving Corporation in the Merger, and the separate corporate existence of GR will cease ("the Merger"). As a result of the Merger, at the Effective Time, all property, rights, powers, privileges and franchises of GR will vest in Surviving Corporation, and all debts, liabilities and duties of GR will become the debts, liabilities and duties of Surviving Corporation.

Section 2.2 The Closing. Upon the terms and subject to the conditions of this Agreement, the closing of the Merger ("the Closing") will take place at the offices of Comiter, Singer, Baseman & Braun, LLP, Suite 604, 3801 PGA Boulevard, Palm Beach Gardens, Florida, on the later of (a) 3 business days following the satisfaction or waiver of the conditions set forth in Article VII and Article VIII (other than those conditions that by their nature are to be satisfied

at the Closing, but subject to the satisfaction or waiver of those conditions) or (b) November 1, 2015, or (c) at such other time and place and on such other date as Surviving Corporation and GR shall agree in writing (“the Closing Date”).

Section 2.3 Effective Time. On the Closing Date, Surviving Corporation and GR will cause the Merger to be consummated by filing with the Secretary of State of the State of Florida articles of merger (“the Articles of Merger”), and executed in accordance with the Act and by making all other filings or recordings, if any, required under the Act. The Merger will become effective at the time of filing of the Articles of Merger, or at such later time as is agreed upon by Surviving Corporation and GR and set forth in the Articles of Merger (such time as the Merger becomes effective is referred to herein as the “Effective Time”).

Section 2.4 Effects of the Merger. The Merger shall have the effects set forth herein and in the applicable provisions of the Act.

Section 2.5 Restated Articles of Incorporation of Surviving Corporation; Bylaws.

(a) At the Effective Time, the Certificate of Incorporation of the Surviving Corporation shall be amended substantially in the form of the amended articles of incorporation of Exhibit B.

(b) At the Effective Time, the Bylaws of the Surviving Corporation shall be amended substantially in the form of the Bylaws of Exhibit C.

Section 2.6 Board of Governors. At the Effective Time, the number of governors (the “Governors”) on the board of governors of the Surviving Corporation (the “Board”) shall be increase from nine to twelve Governors. The three additional Governors shall be appointed in January 2016, the Governor’s whose terms expire then shall not be replaced, and the number of Governors shall likewise be reduced from twelve to nine. The three GR appointed Governors shall be deemed elected and have 36 month terms to expire January, 2019. This interim board shall serve until the second annual meeting after the Effective Time in January 2017 of the Board (the “January 2017 Annual Meeting”), at which time the appropriate open positions shall be elected in accordance with the Bylaws. All members who were Full Voting Members of either Constituent Corporation for the two years immediately prior to the Effective time, who are also Full Voting Members of record in good standing under the Bylaws when the notice of the January 2017 Annual Meeting is sent to members shall be eligible for election. Thereafter, the term of office for each Governor shall be established by the certificate of incorporation and Bylaws, as may be amended from time to time.

Section 2.7 Officers. The officers of the Surviving Corporation immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation immediately after the Effective Time, and they shall serve until their respective successors are duly elected or appointed and qualified or until their earlier death, resignation or removal.

Section 2.8 Conversion of Membership Certificates. At the Effective Time, by virtue of the Merger and without any action on the part of any Constituent Corporation or any member of either Constituent Corporation, each membership certificate in GR issued and outstanding

immediately prior to the Effective Time shall be converted into a membership certificate in the Surviving Corporation, which shall be subject to the Bylaws.

Section 2.9 Conversion of Membership Privileges.

(a) *Surviving Corporation Membership Classes.* On or before the fiscal year of the Surviving Corporation beginning on November 1, 2015, the members of the Surviving Corporation and GR shall choose a class of membership offered by the Surviving Corporation. Each member will then be entitled to the benefits and burdens of the class of membership interest chosen. This Section 2.9(a) shall not apply to former GR members in the following categories; Non-Equity Associate Members described in Section 2.9(c), Equity Transitional Members, Creative Marketing Golf and Young Professional Members, and individuals in other membership classes who purchased Equity between November 1, 2013 and January, 2014.

(b) *Right to Alter Memberships.* The parties acknowledge that the Bylaws provide that the Board has the right to vary from time to time the rights and privileges of classes of membership, including responsibility for future assessments, the schedule of dues and fees to be charged, and restriction applicable to each class.

(c) *Annual Contract Holders.* GR has certain non-equity members ("Non-Equity Members") with certain contracts that entitle those annual contract holders to use certain facilities and the golf course of GR, as specified in their annual contracts. The Surviving Corporation will honor these annual contracts until they expire. The holder of an annual contract, however, will only be permitted to use the facilities and golf course owned by GR prior to the Effective Time and only as provided for in the Non-Equity Associate Members annual contract. Any non voting, non Fazio and non contract member of the Surviving Corporation will only be permitted to use the facilities and golf course owned by ECC prior to the Effective Time.

Section 2.10 Post-Merger Operations. The parties agree that after the Effective Time the Surviving Corporation shall:

(a) Continue to operate all existing facilities of both Constituent Corporations for a period of at least 3 years after the Effective Time;

(b) The Surviving Corporation shall retain, and employ or cause Billy Casper Golf, LLC. ("BCG") to retain and employ Derek Niszczak as head golf professional at the former GR golf course.

Section 2.11 Further Action. If at any time after the Effective Time, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Constituent Corporations, the directors and officers of the Constituent Corporations are fully authorized in the name of their respective corporations or otherwise to take, and shall take, all such lawful and necessary action.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF GR

GR represents and warrants that, except as set forth in GR's Disclosure Statement attached as Exhibit E: .

Section 3.1 Organization, Good Standing, Tax Exemption and Authority.

(a) GR is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

(b) GR is exempt from federal income tax under Section 501(c)(7) of the Code as a social club.

(c) To GR's best knowledge, the execution and delivery of this Agreement does not, and, subject to the approval, adoption or authorization by the members of GR, the transaction contemplated will not, violate any provision of GR's Amended and Restated Articles of Incorporation or Amended and Restated Bylaws, or any provisions of, or result in the acceleration of any obligation under, any mortgage, lien, lease, or decree to which GR is a party or by which it is bound and will not violate any other restriction of any kind or character to which it is subject.

Section 3.2 Financial Statements; Title to Assets. On or before the date of this Agreement, GR has made available to Surviving Corporation true copies of the financial statements of GR for fiscal years ending September 30, 2012, September 30, 2013, and September 30, 2014 ("the GR Financial Statements"). To GR's knowledge, the GR Financial Statements are true and correct in all material respects and each of them presents an accurate and complete disclosure of the financial condition of GR as of its respective date, and the income or loss for the period covered, in accordance with generally accepted accounting principles applied on a consistent basis. GR has good and marketable title to all of its assets, including all properties reflected on the balance sheet as of September 30, 2014, except for inventory items sold in the normal course of business, free and clear of any mortgage, lien, pledge, charge, claim or encumbrance, except as shown on the balance sheet as of September 30, 2014, and, in the case of real property, except for those items set forth in the title search report attached as Exhibit F. Also except for a mortgage to Valley National Bank with approximate balance of \$1,100,000 and a Line of Credit to Valley National Bank with balance of \$300,000, and other small prepaid expenses and one private loan with balance of approximately \$26,000

Section 3.3 Changes Since October 1 2014. Since October 1, 2014, to the best of GR's knowledge, there has not been:

(a) any loss, damage or destruction to the properties of GR (whether or not covered by insurance) materially adversely affecting its business or properties;

(b) any labor dispute or disturbance litigation or event or condition of any character which materially adversely affects the business or future prospects of GR;

(c) any issuance of any memberships by GR, except in accordance with its current membership policies;

(d) any distribution of assets, by way of distribution or purchase of memberships by GR;

(e) any sale, transfer of other disposition of assets of GR, except in the normal course of business.

Section 3.4 Liabilities.

(a) There are no undisclosed liabilities of GR, whether accrued, absolute, contingent or otherwise, which arose or relate to any transaction of GR, its agents or servants occurring prior to September 30, 2014, which are not disclosed by or reflected in the financial statements. There are no undisclosed liabilities of GR which have arisen or relate to any transaction of GR, its agents or servants, occurring since September 30, 2014, other than normal liabilities incurred in the normal conduct of GR's business. As of the date of this Agreement, there are no known circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to liabilities, except in the normal course of GR's business.

(b) All federal, state, county and local income, ad valorem, excise, sales, use, gross receipts and other taxes and assessments which are due and payable have been duly reported, fully paid and discharged as reported by GR, and there are no unpaid taxes which are or could become a lien on the properties and assets of GR, except as provided for in the financial statements as of September 30, 2014, or have been incurred in the normal course of GR's business since that date. All tax returns of any kind required to be filed have been filed and the taxes shown to be due on such returns have paid or accrued. None of GR's tax returns has been audited or examined by any taxing authority. GR has no knowledge of any possible deficiency assessments in respect to any tax returns filed by it.

(c) To GR's knowledge, (1) all parties with whom GR has contractual arrangements are in substantial compliance, (2) GR is not in default in any material respect under any contracts to which it is a party, and (3) all leases and contracts to which GR is a party are assignable or the other party has consented to assignment.

(d) All corporate acts required of GR have been taken and all reports and returns required to be filed by them with any governmental agency have been filed. To GR's knowledge, GR is in substantial compliance with all, and have no notice of any claimed violation of any, federal, state, county and local laws, ordinances or regulations, including those applicable to discrimination in employment, pollution and safety.

(e) There are no legal, administrative or other proceedings, investigations or inquiries, or other claims, judgments, injunctions or restrictions, pending or outstanding,

or, to GR's knowledge, threatened against or involving GR or its assets or business, nor does GR know, or have reasonable grounds to know, of any basis for any proceedings, investigations or inquiries, or other claims, judgment, injunctions or restrictions.

(f) To GR's knowledge, all of the tangible real and personal property of GR are in substantial compliance with applicable laws, ordinances, rules and regulations of all public authorities having jurisdiction.

(g) To GR's knowledge, there is no event, condition or trend of any character which might materially and adversely affect the financial condition, business, properties or assets of GR.

(h) GR has provided to Surviving Corporation copies of all policies of insurance carried by GR and such policies are in full force and all premiums are paid to date.

(i) All negotiations relative to this Agreement and the transaction contemplated have been carried on directly by GR with Surviving Corporation without the intervention of any broker or third party. GR has not engaged, consented to or authorized any broker, investment banker or third party to act on its behalf, directly or indirectly, as a broker or finder in connection with the transaction contemplated by this Agreement.

(j) To GR's knowledge, GR is not a party to nor bound by any agreement, deed, lease or other instrument which is so burdensome as to materially affect or impair the operation of GR.

Section 3.5 Accuracy of All Statements Made by GR. No representation or warranty by GR in this Agreement, nor any statement certificate, schedule or exhibit furnished or to be furnished by or on behalf of GR pursuant to this Agreement, nor any document or certificate delivered to Surviving Corporation pursuant to this Agreement or in connection with actions contemplated, contains or shall contain any intentional untrue statement of material fact or intentionally omits or shall intentionally omit a material fact necessary to make those statements not misleading.

Section 3.6 GR's Knowledge. GR will be deemed to have knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director or officer of GR has, or at any time had, knowledge of that fact or other matter (as set forth in (a) and (b) below), and any such individual will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by GR. An officer or director of GR will be deemed to have knowledge of a particular fact or other matter if:

- (a) that individual is actually aware of that fact or matter; or
- (b) a reasonably prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably

comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION

Surviving Corporation represents and warrants that, except as set forth in the Surviving Corporation's Disclosure Statement attached as Exhibit G:

Section 4.1 Organization, Good Standing, Tax Exemption and Authority.

(a) Surviving Corporation is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted.

(b) Surviving Corporation is exempt from federal income tax under Section 501(c)(7) of the Code as a social club.

(c) To Surviving Corporation's best knowledge, the execution and delivery of this Agreement does not, and, subject to the approval and adoption by the members of GR, the transaction contemplated will not, violate any provision of Surviving Corporation's Articles of Incorporation or Bylaws, or any provisions of, or result in the acceleration of any obligation under, any mortgage, lien, lease, or decree to which Surviving Corporation is a party or by which it is bound and will not violate any other restriction of any kind or character to which it is subject.

Section 4.2 Financial Statements; Title to Assets. On or before the date of this Agreement, Surviving Corporation made available to GR true copies of the financial statements of Surviving Corporation for fiscal years ending October 31, 2012, October 31, 2013, and October 31, 2014 ("the Surviving Corporation Financial Statements"). To Surviving Corporation's knowledge, all of Surviving Corporation's Financial Statements are true and correct in all material respects and each of them presents an accurate and complete disclosure of the financial condition of Surviving Corporation as of its respective date, and the income or loss for the period covered, in accordance with generally accepted accounting principles applied on a consistent basis. Surviving Corporation has good and marketable title to all of its assets, including all properties reflected on the balance sheet as of October 31, 2014, except for inventory disposed of in the normal course of business, free and clear of any mortgage, lien, pledge, charge, claim or encumbrance, except as shown on the balance sheet as of October 31, 2014, and, in the case of real property, except for those items set forth in the title search report attached as Exhibit H.

Section 4.3 Changes Since November 1, 2014. Since November 1, 2014, to the best of Surviving Corporation's knowledge, there has not been:

(a) any material adverse change in the financial condition of Surviving Corporation;

(b) any loss, damage or destruction to the properties of Surviving Corporation (whether or not covered by insurance) materially adversely affecting its business or properties;

(c) any change in the compensation pattern of Surviving Corporation as established in preceding years, nor any material increase in the compensation payable or to become payable to any of its officers, directors, employees or agents;

(d) any labor dispute or disturbance litigation or event or condition of any character which materially adversely affects the business or future prospects of Surviving Corporation;

(e) any issuance of any memberships by Surviving Corporation, except in accordance with its current membership policies;

(f) any distribution of assets, by way of distribution or purchase of memberships by Surviving Corporation;

(g) any borrowings from financial institutions;

(h) any mortgage, pledge, lien or encumbrance made on any of the properties or assets of Surviving Corporation other than mechanics' and materialmen's liens arising in the normal course of business; or

(i) any sale, transfer of other disposition of assets of Surviving Corporation, except in the normal course of business.

Section 4.4 Liabilities.

(a) There are no liabilities of Surviving Corporation, whether accrued, absolute, contingent or otherwise, which arose or relate to any transaction of Surviving Corporation, its agents or servants occurring prior to October 31, 2014, which are not disclosed by or reflected in the financial statements. There are no liabilities of Surviving Corporation which have arisen or relate to any transaction of Surviving Corporation, its agents or servants, occurring since October 31, 2014, other than normal liabilities incurred in the normal conduct of Surviving Corporation's business. As of the date of this Agreement, there are no known circumstances, conditions, happenings, events or arrangements, contractual or otherwise, which may give rise to liabilities, except in the normal course of Surviving Corporation's business.

(b) All federal, state, county and local income, ad valorem, excise, sales, use, gross receipts and other taxes and assessments which are due and payable have been duly reported, fully paid and discharged as reported by Surviving Corporation, and there are no unpaid taxes which are or could become a lien on the properties and assets of Surviving Corporation, except as provided for in the financial statements as of October 30, 2014, or have been incurred in the normal course of Surviving Corporation's business since that date. All tax returns of any kind required to be filed have been filed and the taxes shown to be due on such returns have paid or accrued. None of Surviving

Corporation's tax returns has been audited or examined by any taxing authority. Surviving Corporation has no knowledge of any possible deficiency assessments in respect to any tax returns filed by it.

(c) To Surviving Corporation's knowledge, (i) all parties with whom Surviving Corporation has contractual arrangements are in substantial compliance, (ii) Surviving Corporation is not in default in any material respect under any contracts to which it is a party, and (iii) all leases and contracts to which Surviving Corporation is a party are assignable or the other party has consented to assignment.

(d) All corporate acts required of Surviving Corporation have been taken and all reports and returns required to be filed by them with any governmental agency have been filed. To Surviving Corporation's knowledge, Surviving Corporation is in substantial compliance with all, and have no notice of any claimed violation of any, federal, state, county and local laws, ordinances or regulations, including those applicable to discrimination in employment, pollution and safety.

(e) There are no legal, administrative or other proceedings, investigations or inquiries, or other claims, judgments, injunctions or restrictions, pending or outstanding, or, to Surviving Corporation's knowledge, threatened against or involving Surviving Corporation or its assets or business, nor does Surviving Corporation know, or have reasonable grounds to know, of any basis for any proceedings, investigations or inquiries, or other claims, judgment, injunctions or restrictions.

(f) To Surviving Corporation's knowledge, all of the tangible real and personal property of Surviving Corporation are in substantial compliance with applicable laws, ordinances, rules and regulations of all public authorities having jurisdiction.

(g) To Surviving Corporation's knowledge, there is no event, condition or trend of any character which might materially and adversely affect the financial condition, business, properties or assets of Surviving Corporation.

(h) Surviving Corporation has provided to GR copies of all policies of insurance carried by Surviving Corporation and such policies are in full force and all premiums are paid to date.

(i) All negotiations relative to this Agreement and the transaction contemplated have been carried on directly by Surviving Corporation with GR without the intervention of any broker or third party. Surviving Corporation has not engaged, consented to or authorized any broker, investment banker or third party to act on its behalf, directly or indirectly, as a broker or finder in connection with the transaction contemplated by this Agreement.

(j) To Surviving Corporation's knowledge, Surviving Corporation is not a party to nor bound by any agreement, deed, lease or other instrument which is so burdensome as to materially affect or impair the operation of Surviving Corporation.

Section 4.5 Accuracy of All Statements Made by Surviving Corporation. No representation or warranty by Surviving Corporation in this Agreement, nor any statement certificate, schedule or exhibit furnished, or to be furnished by or on behalf of Surviving Corporation pursuant to this Agreement, nor any document or certificate delivered to Surviving Corporation pursuant to this Agreement or in connection with actions contemplated, contains or shall contain any intentional untrue statement of material fact or intentionally omits or shall intentionally omit a material fact necessary to make those statements not misleading.

Section 4.6 Surviving Corporation's Knowledge. Surviving Corporation will be deemed to have knowledge of a particular fact or other matter if any individual who is serving, or who has at any time served, as a director or officer of Surviving Corporation has, or at any time had, knowledge of that fact or other matter (as set forth in (a) and (b) below), and any such individual will be deemed to have conducted a reasonably comprehensive investigation regarding the accuracy of the representations and warranties made herein by Surviving Corporation. An officer or director of Surviving Corporation will be deemed to have knowledge of a particular fact or other matter if:

- (a) that individual is actually aware of that fact or matter; or
- (b) a reasonably prudent individual could be expected to discover or otherwise become aware of that fact or matter in the course of conducting a reasonably comprehensive investigation regarding the accuracy of any representation or warranty contained in this Agreement.

ARTICLE V

COVENANTS OF GR AND SURVIVING CORPORATION

GR and Surviving Corporation covenant and agree as follows:

Section 5.1 Documents to be Furnished. Within 30 days from the date of this Agreement, each party will have made available the following documents, lists and schedules certified by its principal officer as being accurate and complete:

- (a) a list of its members, whether they are in good standing, their respective classes, and a complete description of the rights, privileges and accessibility of each class;
- (b) a list of its officers and directors, and those individuals that it designates to serve as directors of the Surviving Corporation;
- (c) copies of its current Articles of Incorporation and Bylaws;
- (d) a list of the legal descriptions of all real property owned of record or beneficially, or held by it under lease, or option, or similar agreements;
- (e) copies of all surveys and policies of title insurance relating to its real property;

- (f) copies of all leases to which it is a party;
- (g) copies of all of its contracts, agreements or commitments, whether involving purchases, sales or otherwise, which expire more than one year from the date of this Agreement;
- (h) a list of all fringe benefit plans and programs applying to its employees and the approximate annual cost of each;
- (i) a list of all of its employees and the details of all compensation payable to each of them for the year ended September 30, 2014 (GR) or October 31, 2014 (Surviving Corporation);
- (j) copies of all financing or loan agreements, mortgages or similar agreements to which it is a party;
- (k) a list of all of its bank accounts, brokerage accounts, safety deposit boxes, with the authorized signatures indicated;
- (l) true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or initiated by either Constituent Corporation pertaining to Hazardous Materials or Hazardous Activities in, on, or under the facilities or golf courses, or concerning compliance, by either Constituent Corporation or any other person for whose conduct it is or may be held responsible, with Environmental Laws; and
- (m) a list of each of its insurance policies, with the name of the insurance carrier, the policy number, a brief description of the coverage, the annual premium and any claims pending.

Section 5.2 Actions Prior to Closing. From and after the date of this Agreement and until the Closing Date:

- (a) GR shall engage BCG to provide all necessary accounting services and management functions for GR.
- (b) Each party and its authorized representatives shall have full access during normal business hours to all properties, books, records, contracts and documents of the other, and each party shall furnish or cause to be furnished to the other party and its authorized representatives all information with respect to its affairs and business, as the other party may reasonably request.
- (c) Each party shall carry on its business diligently and substantially in the same manner as before, except as otherwise allowed with the prior written consent of other party.
- (d) Neither party shall enter into any contract or commitment or engage in any transaction not in the usual and ordinary course of business nor inconsistent with its prior business practices without the prior written consent of the other party.

(e) Neither party shall create any indebtedness other than that (i) incurred in the usual and ordinary course of business, (ii) incurred pursuant to existing contracts disclosed in the exhibits submitted, and (iii) reasonably incurred in doing the acts and things contemplated by this Agreement.

(f) Neither party shall make any distribution nor shall it acquire any of its memberships, except upon surrender of membership certificates for relief from unpaid assessments without payment.

(g) Each party shall use its best efforts (without making any commitments on behalf of the other) to preserve its business organization intact, to keep available its present key officers and employees and to preserve its present relationships with its suppliers and customers and others having business relations with it.

(h) Neither party shall do any act or omit to do any act, or permit any act or omission to act, which will cause a material breach of any material contract, commitment or obligation of the party.

(i) Each party shall comply with all applicable laws as may be required for the consummation of the transactions contemplated by this Agreement.

(j) Neither party shall sell or dispose of any property or assets, except services and products sold in the ordinary course of business.

(k) Each party shall promptly notify the other party of any lawsuits, claims, proceedings or investigations that may be threatened, brought, asserted or commenced against it, its officers or directors involving its business, properties or assets in any way.

(l) Each party shall continue to operate under its most recently approved budget.

Section 5.3 Fiscal Year Adjustment to Dues.

On September 1, ALL GR members will be billed for 1/12 of new dues and all fees as well as presented with the full year's rate for dues and fees for 1 November 15 to 31 October 16. ALL Members have the option to pay 1/12 of new dues and all fees OR pay the full year's rate for dues and capital fees by September 15th and be credited with all dues and capital fees for the period of October 1, 2015 to October 31, 2016. Other fees and usage charges will continue to be billed monthly.

ARTICLE VI

CONDITIONS TO OBLIGATIONS OF GR

Each and every obligation of GR to be performed on the Closing Date shall be subject to the prior satisfaction of the following conditions:

Section 6.1 Truth of Representations and Warranties. GR's representations and warranties contained in this Agreement or given on its behalf, shall be substantially accurate in

all material respects on and as of the Closing Date with the same effect as though the representations and warranties had been made or given on and as of the Closing Date.

Section 6.2 Compliance with Covenants. GR shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

Section 6.3 Absence of Suit. No undisclosed suit or proceeding shall be threatened or pending in which it will be or it is sought, by anyone, to restrain, prohibit, challenge or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated, or in connection with any material claim against GR not set forth in GR' Disclosure Statement.

Section 6.4 Members' Authorization. This Agreement and the Merger shall have been duly and validly authorized by the members of GR.

Section 6.5 No Material Adverse Change. As of the Closing Date there shall not have occurred any material adverse change which materially impairs GR's property or the ability of GR to conduct its business on the same basis as in the past.

Section 6.6 Accuracy of Financial Statements. Surviving Corporation and its representatives shall be satisfied as to the substantial accuracy of all balance sheets, statements of income and other financial statements of GR furnished to Surviving Corporation.

Section 6.7 Receipt of Closing Deliveries. Surviving Corporation shall have received all documents required to be delivered at Closing by GR.

ARTICLE VII

CONDITIONS TO OBLIGATIONS OF SURVIVING CORPORATION

Each and every obligation of Surviving Corporation to be performed on the Closing Date shall be subject to the prior satisfaction of the following conditions:

Section 7.1 Truth of Representations and Warranties. Surviving Corporation's representations and warranties contained in this Agreement or given on its behalf shall be substantially accurate in all material respects on and as of the Closing Date with the same effect as though the representations and warranties had been made or given on and as of the Closing Date.

Section 7.2 Surviving Corporation's Compliance with Covenants. Surviving Corporation shall have performed and complied with all its obligations under this Agreement which are to be performed or complied with by it prior to or on the Closing Date.

Section 7.3 Absence of Suit. No suit or proceeding shall be threatened or pending in which it will be or it is sought, by anyone, to restrain, prohibit, challenge or obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated, or in connection with any material claim against Surviving Corporation not set forth in Surviving Corporation's Disclosure Statement.

Section 7.4 Members' Authorization. This Agreement, and the Merger shall have been duly and validly authorized by the members of Surviving Corporation.

Section 7.5 No Material Adverse Change. As of the Closing Date there shall not have occurred any material adverse change which materially impairs Surviving Corporation's property or the ability of Surviving Corporation to conduct its business on the same basis as in the past.

Section 7.6 Accuracy of Financial Statements. GR and its representatives shall be satisfied as to the substantial accuracy of all balance sheets, statements of income and other financial statements of Surviving Corporation furnished to GR.

Section 7.7 Receipt of Closing Deliveries. GR shall have received all documents required to be delivered at Closing by Surviving Corporation.

ARTICLE VIII NON-SURVIVAL OF REPRESENTATIONS AND WARRANTIES

Section 8.1 Non-survival of Representations and Warranties. None of the representations and warranties in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time. This Section 9.1 shall not limit any covenant or agreement which by its terms contemplates performance after the Effective Time.

ARTICLE IX TERMINATION

Section 9.1 Termination and Abandonment. This Agreement may be terminated and the transaction provided for by this Agreement may be abandoned, at any time before the Closing Date by:

- (a) mutual consent of Surviving Corporation and GR; or
- (b) either Surviving Corporation or GR, if the other party shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement that (i) would give rise to the failure of a closing condition set forth in Article VI or Article VII, as applicable and (ii) cannot be or has not been cured within 30 calendar days after receipt of written notice thereof; *provided*, that the right to terminate this Agreement under this clause (b) shall not be available to a party (iii) that is in material breach of its obligations under this Agreement, or (iv) whose failure to fulfill its obligations or to comply with its covenants under this Agreement has been the cause of, or resulted in, the failure to satisfy any condition to the obligations of the other party.

Section 9.2 Effect of Termination. If either party terminates this Agreement, as provided in Section 9.1, written notice shall be given to the other party, and all funds advanced by the Surviving Corporation to or for the benefit of GR plus one-half of any legal or accounting fees and costs incurred by the Surviving Corporation to implement the merger shall be

considered as a loan to GR (the "**Breakup Loan**"). The Breakup Loan shall be paid by GR only if the merger does not occur for any reason on or before November 1, 2015. The Breakup Loan shall be secured by an assignment of the portion of the annual dues and fees collected from house/social members by the Association ("**Mandatory Dues**") that are payable to GR. GR shall execute and obtain the signature of an officer of Eastpointe Home Owners' Association, Inc. (the "**Association**") and deliver to the Escrow Agent within 15 days of the date of this Agreement the Letter of Instruction attached hereto as Exhibit I. The Letter of Instruction shall be held in escrow in accordance with the Escrow Agreement attached hereto as Exhibit J the "**Escrow Agreement**"). Both parties shall execute and deliver the Escrow Agreement to the Escrow Agent at the time they enter into this Agreement. Upon the termination of this Agreement shall become void except as specifically provided herein and except as provided in this Section 9.2 and Article XI, each of which will survive termination, and there shall be no liability or obligation on the part of either party or their respective directors or officers; *provided*, that nothing herein shall relieve any party for liability for any willful breach hereof.

ARTICLE X

CLOSING DELIVERIES

Section 10.1 GR and Surviving Corporation shall each deliver at or prior to the closing a certified copy of the duly adopted minutes in which the membership and the Board of Directors authorized the Merger and action necessary to accomplish merger, incumbency certificates relating to all parties executing documents relating to any of the transactions contemplated and any other document of transfer, certificates of authority or alike documents reasonably necessary to accomplish the intent of this Agreement.

Section 10.2 Other Documents to be Delivered at Closing. Certificates for memberships in Surviving Corporation shall be delivered to the members of GR, and all certificates for memberships in GR shall be delivered to Surviving Corporation for cancellation.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 11.1 Law Governing. This Agreement shall be construed and interpreted according to the laws of the State of Florida.

Section 11.2 Amendment and Modification. Surviving Corporation and GR may amend, modify and supplement this Agreement in any manner as may be agreed upon by them in writing.

Section 11.3 Notices. All notices, requests, demands and other communications shall be deemed to have been duly given, if delivered by hand or mailed, certified mail—return receipt requested, with postage prepaid:

(a) to GR, to: Donald Iannazzi, President, at The Golf and Racquet Club at Eastpointe, Inc., 13462 Crosspointe Drive, Palm Beach Gardens, FL 33418, or to any other person and place as GR shall furnish to Surviving Corporation in writing; or

(b) to Surviving Corporation, to: Jerry Effert, President, at Eastpointe Country Club, Inc., 13535 Eastpointe Boulevard, Palm Beach Gardens, FL 33418, or to any other person and place as Surviving Corporation shall furnish to GR in writing.

Section 11.4 Announcements. Announcements concerning the transactions provided for in this Agreement by either GR or Surviving Corporation shall be subject to the approval of the other in all essential respects, except that either party's approval of form shall not be required as to any statements and other information which a party is required to submit to any federal and state authority.

Section 11.5 Entire Agreement. This instrument embodies the entire agreement between the parties with respect to the transactions contemplated, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for.

Section 11.6 Counterparts; Facsimile. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be effective as an original.

Section 11.7 Headings. The headings used in this Agreement are inserted for convenience only and shall not constitute a part.

Section 11.8 Further Documents. Surviving Corporation and GR agree to execute any and all other documents and to take any other action or corporate proceedings as may be necessary or desirable to carry out the terms.

Section 11.9 Expenses of Merger. GR and Surviving Corporation shall bear equally all expenses of the Merger, including legal fees, except as provided for in Section 9.2.

Section 11.10 Severability. Every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Section 11.11 Accurateness of Recitals, Introductory Statement and Exhibits. The parties acknowledge that the recitals and introductory statement set forth at the beginning of this Agreement are true and correct and shall be incorporated by reference into this Agreement. Any Exhibits hereto are true and correct and are hereby incorporated by reference into this Agreement.

Section 11.12 No Third-party Rights. This Agreement is for the exclusive benefit of the parties hereto and no other person, except those entitled to indemnification under this Agreement, will have any right or claim against the parties under this Agreement or be entitled to enforce this Agreement against either party.

Section 11.13 Waiver of Jury Trial. Each party irrevocably waives to the extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise

in any action, proceeding or counterclaim arising out of or relating to this Agreement and agrees that any dispute shall be resolved by arbitration.

Section 11.14 Arbitration. Except as otherwise provided in this Agreement, any controversy, dispute or question arising out of, in connection with, or in relation to this Agreement or its interpretation, performance or nonperformance, or any breach thereof, shall be decided by arbitration conducted in Palm Beach County, Florida in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including its Optional Rules for Emergency Measures of Protection. All decisions of the arbitrators must be in writing and include findings of fact. All such decisions shall be binding on the parties and shall be enforceable in any court of competent jurisdiction. The rights and obligations of the parties hereunder shall continue until such controversy, dispute or question is resolved under this Agreement, unless otherwise ordered by the arbitrator or arbitrators.

Section 11.15 Dealings in Good Faith: Best Efforts. Except as otherwise expressly set forth herein, each party hereto agrees to act in good faith with respect to the other parties in exercising its rights and discharging its obligations under this Agreement. Each party further agrees to use its best commercial efforts to ensure that the purposes of this Agreement are realized and to take all steps as are reasonable in order to implement the operational provisions of this Agreement. Each party agrees to execute, acknowledge, if necessary, deliver and file any document or instrument necessary or advisable to realize the purposes of this Agreement.

Section 11.16 Non-Waiver: Cumulative Remedies. No failure by the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

Section 11.17 Venue. All court proceedings, including but not limited to the arbitration related court proceedings, shall be held exclusively in the Circuit Court in and for Palm Beach County, Florida.

Section 11.18 Time. In the performance of all duties and obligations under this Agreement, time is of the essence.

Section 11.19 Variation of Terms. All terms and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party may require.

Section 11.20 Binding Nature. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors or assigns.

Section 11.21 Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be responsible for its own attorneys' fees, paralegal, and legal assistants, court costs and all

SECRETARY OF STATE
DIVISION OF CORPORATIONS

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expenses (including, without limitation, all such fees, costs and expenses incident to appeals), together with any sales tax thereon, incurred in that action or proceeding.

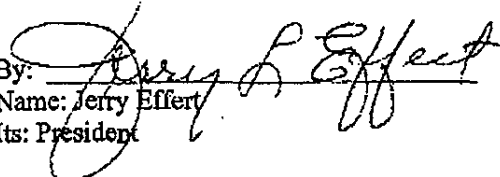
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed all as of the day and year first written above.

Surviving Corporation

ATTEST

EASTPOINTE COUNTRY CLUB, INC.,
a Florida not-for-profit corporation

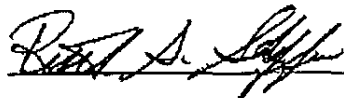
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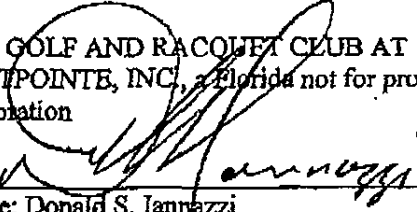
By: 
Name: Jerry Effert
Its: President

GR

ATTEST

THE GOLF AND RACQUET CLUB AT
EASTPOINTE, INC., a Florida not for profit
corporation

By: 

By: 
Name: Donald S. Iannazzi
Its: President