

Division of Corporations

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F22174

Florida Department of State
Division of Corporations
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MERGER OR SHARE EXCHANGE
Orange Lake Country Club, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	08
Estimated Charge	\$60.00

Merger

DEC 3 - 2015

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ARTICLES OF MERGER

of

OLCC ARIZONA, LLC,
a Delaware limited liability company

and

ORANGE LAKE COUNTRY CLUB, INC.,
a Florida corporation

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger are being submitted in accordance with Section 607.109, Florida Statutes.

FIRST: The name, principal address, jurisdiction and entity type of the merging party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
OLCC Arizona, LLC 8505 W. Irlo Bronson Memorial Hwy. Kissimmee, Florida 34747	Delaware	Limited Liability Company

Florida Document / Registration Number:
M14000004342

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving party is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Orange Lake Country Club, Inc. 8505 W. Irlo Bronson Memorial Hwy. Kissimmee, Florida 34747	Florida	Corporation

Florida Document / Registration Number:
F22174

THIRD: The attached Agreement and Plan of Merger was approved by the domestic corporation that is a party to the merger in accordance with Chapter 607, Florida Statutes.

FOURTH: The attached Agreement and 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, county or jurisdiction under which such other business entity is formed, organized or incorporated.

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FIFTH: The merger shall be effective as of the time of filing the Articles of Merger.

SIXTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

SEVENTH: Signatures follow on the next page.

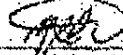
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**ORANGE LAKE COUNTRY CLUB, INC., a
Florida corporation**

By: 
Name: Brian T. Lower
Title: Executive VP

**OLCC ARIZONA, LLC, a Delaware limited
liability company**

By: 
Name: Michael J. Thompson
Title: Sr. VP

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EXHIBIT A
MERGER AGREEMENT

[see attached]

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 12th day of December, 2015, by and between OLCC ARIZONA, LLC, a Delaware limited liability company ("Arizona"), and ORANGE LAKE COUNTRY CLUB, INC., a Florida corporation ("OLCC" or the "Surviving Corporation" and collectively with Arizona, the "Constituent Entities"), with Arizona merging with and into OLCC, such that the separate existence of Arizona shall cease and OLCC shall continue as the surviving corporation (the "Merger").

RECITALS:

WHEREAS, the Board of Directors of OLCC (the "Board") and the sole member of Arizona (the "Member") each deem it advisable and in the best interests of the Constituent Entities to merge the Constituent Entities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
MERGER

1.1 The Merger. Upon the terms and subject to the conditions hereof, and in accordance with the relevant provisions of the Florida Business Corporation Act ("FBCA") and the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.) ("DLLCA"), Arizona shall be merged with and into OLCC. Following the Merger, OLCC shall continue as the surviving corporation and shall continue its existence under the laws of the State of Florida, and the separate existence of Arizona under the laws of the State of Delaware shall cease.

1.2 Effective Date and Effective Time. A Certificate of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Delaware in accordance with the provisions of the DLLCA. The Merger shall be effective immediately upon the filing of the Certificate of Merger (the date and time the Merger being referenced to herein as the "Effective Date" and the "Effective Time," respectively). Immediately following the Effective Date, Articles of Merger with respect to the Merger shall be executed, delivered and filed with the Secretary of State of the State of Florida in accordance with the provisions of the FBCA.

1.3 Effect of the Merger. At the Effective Time and without any further action on the part of the Surviving Corporation, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, powers and franchises of a public as well as of a private nature, of each of the Constituent Entities, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities so merged; and all of the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to either of the Constituent Entities on whatever account, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises and all and

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every other interest shall be thereafter the property of the Surviving Corporation as they were of the Constituent Entities; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Delaware or otherwise, in either of the Constituent Entities, shall not revert or in any way be impaired by reason of the Merger; provided that all debts, liabilities and duties of the Constituent Entities, and all rights of creditors and all liens upon any property of either of the Constituent Entities shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

1.4 Articles of Incorporation and Bylaws of Surviving Corporation. From and after the Effective Time, the Articles of Incorporation of OLCC (the "Articles"), and the bylaws of OLCC in effect immediately prior to the Effective Time, shall be the Articles and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Articles or such bylaws.

1.5 Directors and Officers of Surviving Corporation. The directors and officers of OLCC immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation and will hold such office from the Effective Time until their respective successors are duly elected and qualified in the manner provided in the Articles and bylaws of the Surviving Corporation, or as otherwise provided by law.

ARTICLE II
CONVERSION AND EXCHANGE OF SECURITIES

2.1 Conversion of Interests. At the Effective Time, each then outstanding limited liability company interest of Arizona shall, by virtue of the Merger and without any action on the part of the holders thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof.

ARTICLE III
MISCELLANEOUS

3.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflicts of law rules thereof.

3.2 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

3.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement, as applicable, if capable of substantial performance, shall remain in full force and effect.

3.4 Third Party Beneficiaries. This Agreement is not intended to confer upon any other person or entity, other than the parties hereto, any rights or remedies.

3.5 Authorization. The Board, the Member and the proper officers and of the Constituent Entities are hereby authorized, empowered, and directed to do any and all acts and

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things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to effectuate or consummate any of the provisions of this Agreement or of the Merger herein provided for.

3.6 Modification or Amendment. Subject to the applicable provisions of the FBCA and DLLCA, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers or representatives of the respective parties.

3.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Board and the Member at any time before the Effective Date.


3.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument; and signatures delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, shall be given the same legal force and effect as original signatures.

[signature page follows]

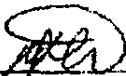
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf as of the date first above written.

**ORANGE LAKE COUNTRY CLUB, INC., a
Florida corporation**

By: 
Name: Brian T. Lower
Title: Executive VP

**OLCC ARIZONA, LLC, a Delaware limited
liability company**

By: 
Name: Michael J. Thompson
Title: Sr. VP

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