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Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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***Tina - This is the merger we spoke about earlier. The statute in paragraph 1 of the Articles has been changed to reflect the correct statute. If there is any way to get this back today, I would really appreciate it!

To:

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

From:

Account Name : CORPORATION SERVICE COMPANY
Account Number : 120000000195
Phone : (850) 521-0821
Fax Number : (850) 558-1515

This was originally sent over on 03/28/12 but has not been processed. I was asked to re-send.

PLEASE GIVE ORIGINAL SUBMISSION DATE AS THE FILE DATE.

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

Email Address:

Thank you so much for your guidance.

MERGER OR SHARE EXCHANGE
WALT DISNEY PARKS AND RESORTS U.S., INC.

Table with 2 columns: Item and Value. Rows include Certificate of Status (0), Certified Copy (1), Page Count (05), and Estimated Charge (\$78.75).

Merger effective date 4-1-12

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FILED RECEIVED
12 MAR 28 AM 10:53
12 APR -4 AM 10:40
SECRETARY OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

12 MAR 28 AM 10:53

SECRETARY OF STATE
TALLAHASSEE FLORIDA

*Effective date
4-1-12*

ARTICLES OF MERGER

OF

CLUB 33, a California corporation

WITH AND INTO

WALT DISNEY PARKS AND RESORTS U.S., INC., a Florida corporation

The undersigned corporations, pursuant to Section 607.1105 of the Florida Business Corporation Act, hereby execute the following Articles of Merger:

FIRST: Walt Disney Parks and Resorts U.S., Inc. is the surviving corporation (the "Surviving Corporation") and is a corporation duly organized and existing under the laws of the State of Florida.

SECOND: Club 33 is the merging corporation (the "Merging Corporation") and is a corporation duly organized and existing under the laws of the state of California.

THIRD: The Agreement and Plan of Merger (the "Agreement") is attached hereto as Annex 1.


FOURTH: The merger shall become effective at 12:01 a.m. E.D.T. on the 1st day of April, 2012.

FIFTH: The Agreement was adopted by the board of directors of the Surviving Corporation on March 19, 2012 in accordance with the applicable provisions of Chapter 607, Florida Statutes and shareholder approval was not required.


SIXTH: The Agreement was adopted by the board of directors and the shareholders of the Merging Corporation on March 19, 2012.

Signed this 21st day of March, 2012.

WALT DISNEY PARKS AND RESORTS U.S., INC.

By: 
Jeffrey H. Smith
Its: Senior Vice President

CLUB 33

By: 
Marsha L. Reed
Its: Secretary

**AGREEMENT AND PLAN OF MERGER
BY AND BETWEEN
CLUB 33
AND
WALT DISNEY PARKS AND RESORTS U.S., INC.**

THIS AGREEMENT OF MERGER (this "Agreement") is entered into as of March 19, 2012, pursuant to the provisions of Section 1101 of the California General Corporation Law and Section 607.1101 of the Florida Business Corporation Act, by and between Club 33, a California Corporation and Walt Disney Parks and Resorts U.S., Inc., a Florida corporation.

WITNESSTH

WHEREAS, Walt Disney Parks and Resorts U.S., Inc. ("WDPRUS"), the surviving corporation, is a corporation duly organized and existing under the laws of the State of Florida;

WHEREAS, Club 33 ("Club 33"), the merging corporation, is a corporation duly organized and existing under the laws of the State of California; and

WHEREAS, the laws of the jurisdiction of organization of the corporations permit the merger of a business corporation of that jurisdiction with a business corporation of another jurisdiction; and

WHEREAS, the respective Board of Directors of the foregoing named corporations have determined that it is advisable and to the mutual advantage of said corporations that Club 33 merge with and into WDPRUS upon the terms and subject to the conditions herein provided (the "Merger"); and

WHEREAS, it is intended that the Merger be consummated in accordance with the provisions of Section 1103 of the California General Corporation Law and Section 607.1101 of the Florida Business Corporation Act; and

WHEREAS, in order to recognize certain financial and administrative efficiencies, the Merger is intended to be treated as a tax-free reorganization within the meaning and for the purposes of Section 368(a) of the Internal Revenue Code of 1986; and

WHEREAS, the Board of Directors and shareholders of Club 33 and WDPRUS have approved and adopted this Agreement.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual covenants, warranties, agreements and provisions set forth herein, the parties agree as follows:

FIRST: Club 33 shall be merged with and into WDPRUS (the "Merger") with WDPRUS surviving the Merger. WDPRUS shall continue its corporate existence under the laws of the State of Florida.

SECOND: The Articles of Incorporation of WDPRUS in effect on the date of the Merger shall continue in full force and effect as the Articles of Incorporation of WDPRUS, the corporation surviving the Merger.

THIRD: Each share of common stock, par value \$1.00 per share and each share of Series A Preferred stock, par value \$0.01 per share, of WDPRUS, which shall be issued and outstanding on the effective date of the Merger, shall remain issued and outstanding.

FOURTH: Each outstanding share of common stock, One Hundred Dollar (\$100.00) par value per share, of Club 33, issued and outstanding immediately prior to the effective date of the Merger, and all rights in respect thereto, shall be canceled without consideration and no shares of WDPRUS shall be issued in exchange thereof.

FIFTH: The terms and conditions of the Merger are as follows:

(a) The Bylaws of WDPRUS in effect immediately prior to the effective date of the Merger shall be and remain the Bylaws of WDPRUS until the same shall be altered, amended and/or repealed as therein provided.

(b) The directors and officers of WDPRUS shall continue in office as the officers and directors of the WDPRUS, the corporation surviving the Merger, until the next annual meeting of stockholders and until their successors shall be elected and duly qualified.

(c) The Merger shall become effective upon the filing of Articles of Merger with the Secretary of State of the State of Florida; provided, however, that said Merger shall not become effective prior to 12:01 a.m. E.D.T. on April 1, 2012.

(d) Upon the Merger becoming effective, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets, rights and interests of every kind and description of Club 33 so merged shall be transferred to, vested in and devolve upon WDPRUS without further act or deed.

(e) Club 33 shall from time to time, as and when requested by WDPRUS or by its successors or assigns, execute and deliver all such documents and instruments and take any and all such actions necessary or desirable to evidence or carry out the Merger.

(f) The effect of the Merger is prescribed by law.

SIXTH: At any time before and after approval and adoption by the stockholders of Club 33 and WDPRUS and prior to the effective date of the Merger, this Agreement may be amended in any manner permitted under applicable law as may be determined in the judgment of the respective Board of Directors to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the purposes and intent of this Agreement; provided, however, that such amendment may not, in the judgment of the Board of Directors of Club 33, materially or adversely affect the rights and interests of the stockholders of Club 33.

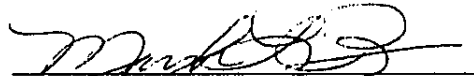
SEVENTH: At any time before the effective date of the Merger, this Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either corporation or both, notwithstanding approval of this Agreement by the stockholders of Club 33 or WDPRUS or both.

EIGHTH: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and the same Agreement.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to unanimous written consent of their respective Board of Directors and that fact having been certified by the Secretary of each corporate party thereto, have executed this Agreement upon the date first written above.

CLUB 33

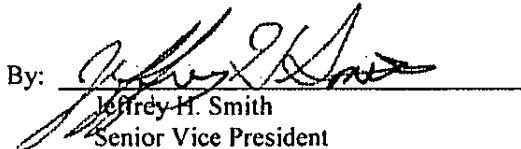
By:



Marsha L. Reed
Secretary

WALT DISNEY PARKS AND RESORTS
U.S., INC.

By:



Jeffrey H. Smith
Senior Vice President