

Division of Corporations

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**F10000003751**

Florida Department of State  
Division of Corporations  
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MERGER OR SHARE EXCHANGE  
CLUBLINK US CORPORATION

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**CERTIFICATE/ARTICLES OF MERGER**

**OF**

**CLUBLINK EAGLE TRACE, LLC**

**INTO**

**CLUBLINK US CORPORATION**

L13000176559

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Under § 605.1025, Florida Statutes

Pursuant to the provisions of § 605.1025 of the *Florida Statutes*, the undersigned hereby certify by this Certificate of Merger as follows:

**FIRST:** The names of the entities which are parties to the merger are **CLUBLINK EAGLE TRACE, LLC**, a Florida limited liability company ("EAGLE TRACE"), and **CLUBLINK US CORPORATION**, a Delaware corporation. The surviving corporation is **CLUBLINK US CORPORATION** (the "SURVIVING CORPORATION").

**SECOND:** The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

**THIRD:** The Agreement and Plan of Merger was duly adopted by **EAGLE TRACE** on December 24, 2014, in accordance with the applicable laws of the State of Florida.

**FOURTH:** The Agreement and Plan of Merger was duly adopted by the **SURVIVING CORPORATION** on December 24, 2014, in accordance with the applicable laws of the State of Delaware.

**FIFTH:** This Merger shall become effective on December 31, 2014 and in accordance with the filing of the appropriate Certificates of Merger with the Secretary of States of Delaware and Florida.

EFFECTIVE DATE  
12-31-14

**SIXTH:** The principal office address of the SURVIVING CORPORATION, a Delaware corporation, is:

55 City Centre Drive, Suite 1000  
Mississauga, ON L5B 1M3 CA

**SEVENTH:** The SURVIVING CORPORATION agrees to pay to any members of EAGLE TRACE with appraisal rights the amount to which such members are entitled under §§ 605.1006 and 605.1061 – 605.1072, *Florida Statutes*.

*[The balance of this page is intentionally blank]*

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IN WITNESS WHEREOF, each of the parties to this Merger has caused this Certificate  
of Merger to be duly executed on this 24<sup>th</sup> day of December, 2014.

CLUBLINK EAGLE TRACE, LLC,  
a Florida limited liability company

By its Sole Member:

CLUBLINK US CORPORATION,  
a Delaware corporation

By:

  
Robert Visentin, President

CLUBLINK US CORPORATION,  
a Delaware corporation

By:

  
Robert Visentin, President

Exhibit "A" - Agreement and Plan of Merger

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**EXHIBIT "A"**

**AGREEMENT AND PLAN OF MERGER**

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## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of this 24<sup>th</sup> day of December, 2014, is entered into by and among **CLUBLINK US CORPORATION**, a Delaware corporation (the "Surviving Company"), and **CLUBLINK EAGLE TRACE, LLC**, a Florida limited liability company (the "Eagle Trace").

### RECITALS

**WHEREAS**, Eagle Trace is a direct and wholly owned subsidiary of the Surviving Company; and

**WHEREAS**, the Surviving Company has decided to undertake a corporate reorganization with respect to Eagle Trace in order to simplify the organizational structure of the Surviving Company and Eagle Trace; and

**WHEREAS**, the Surviving Company and Eagle Trace desire to enter into this Agreement to provide for the merger of Eagle Trace with and into the Surviving Company, with the Surviving Company being the surviving entity in the merger (the "Merger").

**NOW, THEREFORE**, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

### 1. THE MERGER; CLOSING; EFFECTIVE TIME

#### 1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Eagle Trace shall be merged with and into the Surviving Company, and the separate existence of Eagle Trace shall thereupon cease. The Surviving Company shall be the surviving entity in the Merger, and the separate corporate existence of the Surviving Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the applicable provisions of §§ 251 – 264, inclusive, of the *General Business Corporation Law* of the State of Delaware and, to the extent applicable, § 608.4383 or 605.1026 of the *Florida Statutes*.

#### 1.2. Closing.

The closing of the Merger (the "Closing") shall take place immediately after the last to be satisfied or waived of the conditions set forth in Section 7 hereof (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) shall be satisfied or waived in accordance with this Agreement.

#### 1.3. Effective Time.

As soon as practicable following the Closing, the Surviving Company and Eagle Trace will cause Certificates of Merger reflecting the provisions set forth in this Agreement (collectively, the "Certificates of Merger") to be executed and delivered for filing to the

Department of State of the State of Florida (the "Florida Department") as provided in the Florida Limited Liability Company Act and the Secretary of State of the State of Delaware as provided in the General Corporation Law of the State of Delaware (the "Delaware Department"). The Merger shall become effective at the time when the Certificates of Merger have been duly filed with the Florida Department and the Delaware Department or at such later time agreed to by the parties and provided in the Certificates of Merger (the "Effective Time"). Unless otherwise agreed to by the parties, the Effective Time shall occur as of 11:59 p.m. on December 31, 2014.

## **2. CERTIFICATE OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION**

### **2.1. The Certificate of Incorporation.**

The Certificate of Incorporation of the Surviving Company as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Company (the "Certificate of Incorporation"), until duly amended as provided therein or by applicable law.

### **2.2. The Bylaws.**

The bylaws of the Surviving Company as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Company (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

## **3. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION**

### **3.1. Directors.**

The directors of the Surviving Company at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Company until their respective successors shall have been duly elected or appointed and qualified or until the earlier death, resignation or removal of any of them, in accordance with the Certificate of Incorporation and the Bylaws as in effect from time to time.

### **3.2. Officers.**

The officers of the Surviving Company at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Company until their respective successors shall have been duly elected or appointed and qualified or until the earlier death, resignation or removal of any of them, in accordance with the Certificate of Incorporation and the Bylaws as in effect from time to time.

#### **4. EFFECT OF THE MERGER ON CAPITAL STOCK AND MEMBERSHIP INTERESTS; TRANSFERS OF CAPITAL STOCK AND MEMBERSHIP INTERESTS**

##### **4.1. Effect on Membership Interests.**

At the Effective Time, as a result of the Merger and without any action on the part of any holder of capital stock of the Surviving Company or of any membership interest of Eagle Trace:

4.1.(a) Eagle Trace. Each membership interest of Eagle Trace issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and each certificate (if any) formerly representing any of such membership interests shall be cancelled and retired without payment of any consideration therefor.

4.1.(b) Surviving Company. Each share of capital stock of the Surviving Company which is issued and outstanding immediately prior to the Effective Time shall remain outstanding and unchanged, and shall continue to constitute one share of capital stock of the Surviving Company.

##### **4.2. Transfers.**

After the Effective Time, there shall be no transfers of the membership interests of Eagle Trace that were outstanding immediately prior to the Effective Time.

#### **5. REPRESENTATIONS AND WARRANTIES OF SURVIVING COMPANY**

The Surviving Company hereby represents and warrants:

##### **5.1. Organization, Good Standing and Qualification.**

The Surviving Company is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under the laws of the State of Delaware and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

##### **5.2. Corporate Authority; Approval.**

The Surviving Company has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by the Surviving Company, and assuming due authorization, execution and delivery of this Agreement by Eagle Trace, is a valid and legally binding agreement of the Surviving Company enforceable against the Surviving Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.



## 6. REPRESENTATIONS AND WARRANTIES OF EAGLE TRACE

Eagle Trace hereby represents and warrants:

### 6.1. Organization, Good Standing and Qualification.

Eagle Trace is a limited liability company duly organized, validly existing and in good standing or of active status, as applicable, under the laws of the State of Florida and has all requisite power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

### 6.2. Authority: Approval.

Eagle Trace has all requisite power and authority and has taken all action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by Eagle Trace, and assuming due authorization, execution and delivery of this Agreement by the Surviving Company, is a valid and legally binding agreement of Eagle Trace enforceable against Eagle Trace in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

## 7. CONDITIONS

The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

### 7.1. Approvals.

This Agreement shall have been duly approved by the Surviving Company, the sole Member and holder of membership interests of Eagle Trace.

### 7.2. Litigation.

No court or governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order that is in effect and permanently enjoins or otherwise prohibits consummation of the Merger.

## 8. MISCELLANEOUS AND GENERAL

### 8.1. Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties.

8.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

8.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.4. Governing Law.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

8.5. Entire Agreement.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

8.6. No-Third Party Beneficiaries.

This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

8.7. Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

*[Remainder of page intentionally left blank.]*

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

**CLUBLINK US CORPORATION,**  
a Delaware corporation

By:   
Robert Visentin, President

**CLUBLINK EAGLE TRACE, LLC,**  
a Florida limited liability company

By its Sole Member:

**CLUBLINK US CORPORATION,**  
a Delaware corporation

By:   
Robert Visentin, President

THE UNDERSIGNED, as Secretary of **CLUBLINK US CORPORATION**, a Delaware corporation, hereby certifies that the foregoing Agreement and Plan of Merger has been adopted pursuant to § 251(f) of the *General Business Corporation Law* of the State of Delaware and that the conditions set forth in the first sentence of said subsection have been fully satisfied.

By:   
Beverley G. Flinn, Secretary