

# F19000001163

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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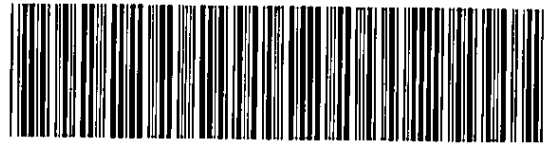
(Business Entity Name)

(Document Number)

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June 21, 2019

VIA FEDEX

Amendment Section  
Florida Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Articles of Merger for Wilson Resort Management Corp. (Document Number S98549)

Dear Sir or Madam:

Please find enclosed the Articles of Merger application for Wilson Resort Management Corp., a Florida corporation ("WRMC"); an additional copy of the complete application is provided in accordance with the request for a certified copy. Effective June 30, 2019, WRMC will merge with Orange Lake Country Club, Inc., a Delaware corporation (Document Number F19000001163) ("OLCC"). WRMC's parent company, and OLCC will be the surviving entity. Included with the application are the: Articles of Merger, Agreement and Plan of Merger, Unanimous Written Consent of the Board of Directors of OLCC Without a Meeting, and Written Consent of the Sole Shareholder of WRMC.

Please also find enclosed a check in the amount of \$78.75. This is for the \$70 filing fee for the Articles of Merger and the \$8.75 certified copy fee. Please return the filed and certified documents to 8505 W Irlo Bronson Memorial Hwy, Kissimmee, Florida 34747. If available, please return the documents via FedEx using OLCC's account number: 365233980.

Should you have any questions or require further documentation, please do not hesitate to contact me at 407-395-6864 or gmathis@orangelake.com.

Sincerely,

A handwritten signature in cursive script that reads "Grace Mathis".

Grace Mathis  
Director of Legal Services

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Orange Lake Country Club, Inc.  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Nina Pallatt  
Contact Person

Orange Lake Country Club, Inc.  
Firm/Company

8505 W Irlo Bronson Memorial Hwy  
Address

Kissimmee, Florida 34747  
City/State and Zip Code

npallatt@orangelake.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Grace Mathis At ( 407 ) 395-6864  
Name of Contact Person Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

**MAILING ADDRESS:**  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
19 JUN 25 PM 3:40

ARTICLES OF MERGER

of

WILSON RESORT MANAGMEENT CORP.,  
a Florida corporation

and

ORANGE LAKE COUNTRY CLUB, INC.,  
a Delaware corporation

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STATE  
CLERK OF  
CORPORATIONS  
19 JUN 25 PM 3:40

The following Articles of Merger are being submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

**FIRST:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Orange Lake Country Club, Inc.	Delaware	F19000001163

**SECOND:** name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Wilson Resort Management Corp.	Florida	S98549

**THIRD:** The Plan of Merger is attached.


**FOURTH:** The merger shall be effective as of June 30, 2019.

**FIFTH:** The Plan of Merger was adopted by the board of directors of the surviving corporation on June 7, 2019 and shareholder approval was not required.


**SIXTH:** The Plan of Merger was adopted by the shareholders of the merging corporation on June 7, 2019.

**SEVENTH:** Signatures follow on the next page.

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

By:   
Name: Michael J. Thompson  
Title: Senior Vice President

**WILSON RESORT MANAGEMENT  
CORP.,** a Florida corporation

By:   
Name: Michael J. Thompson  
Title: Senior Vice President

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 7th day of June, 2019, by and between **WILSON RESORT MANAGEMENT CORP.**, a Florida corporation ("WRMC"), and **ORANGE LAKE COUNTRY CLUB, INC.**, a Delaware corporation ("OLCC" or the "Surviving Corporation" and collectively with WRMC, the "Constituent Entities"), with WRMC merging with and into OLCC, such that the separate existence of WRMC shall cease and OLCC shall continue as the surviving corporation (the "Merger").

### **R E C I T A L S:**

**WHEREAS**, the Boards of Directors of the Constituent Entities 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 General Corporation Law ("DGCL"), WRMC 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 Delaware, and the separate existence of WRMC under the laws of the State of Florida 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 DGCL. The Merger shall be effective as of June 30, 2019 (the date and time the Merger being referenced to herein as the "Effective Date" and the "Effective Time," respectively). 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 and will take effect at the Effective Time.

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 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, State of Florida, 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 Amended and Restated Certificate of Incorporation of OLCC (the "Certificate"), and the bylaws of OLCC in effect immediately prior to the Effective Time, shall be the Certificate and bylaws, respectively, of the Surviving Corporation, unless and until altered, amended or repealed as provided in the Certificate 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 Certificate 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 share of capital stock of WRMC 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 Delaware 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. Boards of Directors and the proper officers of the Constituent Entities are hereby authorized, empowered, and directed to do any and all acts and 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 the DGCL, the parties hereto may modify or amend this Agreement by mutual written agreement executed and delivered by duly authorized officers of the respective parties.

3.7 Termination. This Agreement may be terminated and abandoned by the mutual consent of the Boards of Directors of the Constituent Entities 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.

3.9 Appraisal Rights. If applicable to the Merger, shareholders of WRMC, who would be entitled to vote and who dissent from the merger pursuant to section 607.1321 of the FBCA, may be entitled, if they comply with the provisions of the FBCA regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

*[signature page follows]*



**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  
Delaware corporation

By: 

Name: Michael J. Thompson

Title: Senior Vice President

**WILSON RESORT MANAGEMENT CORP.**, a  
Florida corporation

By: 

Name: Michael J. Thompson

Title: Senior Vice President