

# F22174

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(Requestor's Name)

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(Address)

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(Address)

\_\_\_\_\_  
(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

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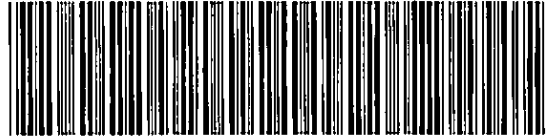
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

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*Morgan*  
*07/11/18*  
*DC*  
FILED  
18 JUL -9 PM 1:33  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA



July 5, 2018

**VIA FEDEX**

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

**Re: Articles of Merger for Limited Liability Companies into a Corporation  
OLCC Florida, LLC to Orange Lake Country Club, Inc.  
OLCC Vermont, LLC to Orange Lake Country Club, Inc.**

To Whom It May Concern:

Please find enclosed the form used to file Articles of Merger. There are two foreign LLC's listed below that have merged into the surviving entity Orange Lake Country Club, Inc. a Florida Corporation. Also, enclosed is a check in the amount of \$113.75:

OLCC Florida LLC to Orange Lake Country Club, Inc.	\$35.00
OLCC Vermont LLC to Orange Lake Country Club, Inc.	\$35.00
Surviving Entity Orange Lake Country Club, Inc.	\$35.00
One Certified Copy	\$8.75
Total	\$113.75

Should you require further information I can be contacted at 407 395 6928 or by e-mail at [npallatt@orangelake.com](mailto:npallatt@orangelake.com)

Sincerely,

Nina Pallatt  
Paralegal  
Legal Services

.....  
*The Family of Orange Lake Resorts*  
8505 W. Irlo Bronson Memorial Hwy.  
Kissimmee, FL 34747

FAX: 407.239.1032

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Orange Lake Country Club, Inc.

Name of Surviving Party

Please return all correspondence concerning this matter to:

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 and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

FILED

18 JUL -9 PM 1:33

Articles of Merger  
For  
Florida Profit or Non-Profit Corporation  
Into  
Other Business Entity

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit and/or Non-Profit Corporation(s) in accordance with s. 607.1109, 617.0302 or 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
OLCC Florida, LLC	Delaware	Limited Liability Company
OLCC Vermont, LLC	Delaware	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orange Lake Country Club, Inc.	Florida	Corporation

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

**FOURTH:** The attached 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, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State: June 1, 2018

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**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.

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

N/A

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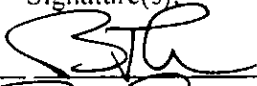

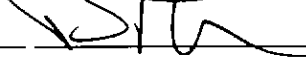
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**SEVENTH:** If the surviving party is an out-of-state entity, the surviving entity:

a.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.

b.) Agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under s. 607.1302, F.S.

**EIGHTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
OLCC Florida, LLC		Brian T. Lower
OLCC Vermont, LLC		Brian T. Lower
Orange Lake Country Club, Inc.		Brian T. Lower

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General Partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

**Fees:** \$35.00 Per Party

**Certified Copy (optional):** \$8.75

## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
OLCC Florida, LLC	Delaware	Limited Liability Company
OLCC Vermont, LLC	Delaware	Limited Liability Company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Orange Lake Country Club, Inc.	Florida	Corporation

**THIRD:** The terms and conditions of the merger are as follows:

Please see the attached:

For OLCC Florida, LLC: Unanimous Written Consent of The Board of Directors of Orange Lake Country Club, Inc.; Merger Agreement; Articles of Merger; Certificate of Merger; Written Consent of the Sole Member of Wilson Resort Group, LLC.; Written Consent of the Sole Member of OLCC Florida, LLC; and the evidence of filing in Delaware.

For OLCC Vermont, LLC: Unanimous Written Consent of The Board of Directors of Orange Lake Country Club, Inc.; Merger Agreement; Articles of Merger; Certificate of Merger; Written Consent of the Sole Member of Wilson Resort Group, LLC.; Written Consent of the Sole Member of OLCC Florida, LLC; and the evidence of filing in Delaware.

*(Attach additional sheet if necessary)*

**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see documents listed under "THIRD" which are attached to this application.

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting the rights to acquire the interests, shares, obligations or other securities of each merged party into the rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

Please see documents listed under "THIRD" which are attached to this application.

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*(Attach additional sheet if necessary)*



**FIFTH:** If a partnership is the survivor, the name and business address of each general partner is as follows:

N/A. A Florida Corporation is the surviving entity.

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*(Attach additional sheet if necessary)*

**SIXTH:** If a limited liability company is the survivor, the name and business address of each manager or managing member is as follows:

N/A. A Florida Corporation is the surviving entity.

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*(Attach additional sheet if necessary)*

**SEVENTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

Please see the filed Certificate of Merger from the state of Delaware.

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*(Attach additional sheet if necessary)*

**EIGHTH:** Other provision, if any, relating to the merger are as follows:

Please see documents listed under "THIRD" which are attached to this application.

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*(Attach additional sheet if necessary)*

**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
ORANGE LAKE COUNTRY CLUB, INC.  
WITHOUT A MEETING**

As of June 1, 2018

**THE UNDERSIGNED**, being and constituting all of the members of the board of directors (the "Directors") of **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation (the "Corporation"), do hereby adopt the following resolutions without a meeting pursuant to the applicable provisions of the Florida Business Corporation Act:

**WHEREAS**, the Corporation is the sole member of Wilson Resort Group, LLC, a Delaware limited liability company ("WRG");

**WHEREAS**, WRG is the sole member of OLCC Vermont, LLC, a Delaware limited liability company ("OLCC Vermont");

**WHEREAS**, the Directors have considered the transactions contemplated by the proposed Agreement and Plan of Merger by and between the Corporation and OLCC Vermont, substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), pursuant to which OLCC Vermont will merge with and into the Corporation with the Corporation as the surviving company (the "Merger");

**WHEREAS**, the Directors have considered (a) the proposed Articles of Merger by and between the Corporation and OLCC Vermont, substantially in the form attached hereto as Exhibit B (the "Articles of Merger"), which are required to be filed with the Secretary of State of the State of Florida to effectuate the Merger, and (b) the proposed Certificate of Merger by the Corporation, substantially in the form attached hereto as Exhibit C (the "Certificate of Merger") and together with the Merger Agreement and the Articles of Merger, the "Merger Documents"), which is required to be filed with the Secretary of State of the State of Delaware to effectuate the Merger;

**WHEREAS**, after due consideration, the Directors believe that the Merger is in the best interests of the Corporation, WRG and OLCC Vermont, and deem it advisable and in the best interests of the Corporation, WRG and OLCC Vermont for the Corporation and OLCC Vermont to consummate the Merger and execute and deliver the Merger Documents;

**WHEREAS**, in connection with the Merger, the Corporation desires to execute that certain Written Consent of the Sole Member of Wilson Resort Group, LLC, dated as of the date hereof and substantially in the form attached hereto as Exhibit D (the "WRG Resolutions"); and

**WHEREAS**, the undersigned deem it to be advisable and in the best interests of the Corporation for the Corporation to execute the WRG Resolutions as the sole member of WRG.

**NOW THEREFORE, BE IT RESOLVED**, the undersigned hereby authorize, ratify, confirm and approve (a) the Merger and (b) the execution and delivery by the Corporation of the Merger Documents and the WRG Resolutions; and be it further

**RESOLVED**, that the officers of the Corporation (collectively, the "Officers") be, and each hereby is, authorized to take the following actions, all of which are hereby ratified and approved as the acts and deeds of the Corporation: (a) execute and deliver the Merger Documents and the WRG Resolutions on behalf of the Corporation; (b) perform any and all obligations of the Corporation under the Merger Documents, including, without limitation, the filing of the Articles of Merger with the Secretary of State of the State of Florida and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware; and (c) execute any and all other consents, documents, agreements, certificates and instruments to be executed and/or delivered by the Corporation in connection with the foregoing resolutions, the execution thereof by any of the Officers to be conclusive evidence of the Corporation's approval and determination of the foregoing; and be it further

**RESOLVED**, that all actions heretofore taken by any of the Officers within the terms of the foregoing resolutions be authorized, adopted, approved, ratified and confirmed in their entirety as the acts and deeds of the Corporation; and be it further

**RESOLVED**, that this written consent 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.

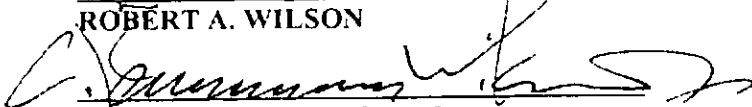
*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

\_\_\_\_\_  
SPENCE WILSON, SR.

  
\_\_\_\_\_  
ROBERT A. WILSON

  
\_\_\_\_\_  
C. KEMMONS WILSON, JR.

\_\_\_\_\_  
WILLIAM H. WEST

\_\_\_\_\_  
CAROLE WILSON WEST

  
\_\_\_\_\_  
SPENCE L. WILSON, JR.

  
\_\_\_\_\_  
C. KEMMONS WILSON, III

  
\_\_\_\_\_  
CECIL CARNEY

\_\_\_\_\_  
JACKSON W. MOORE, SR.

\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL

IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

\_\_\_\_\_  
SPENCE WILSON, SR.

\_\_\_\_\_  
ROBERT A. WILSON

\_\_\_\_\_  
C. KEMMONS WILSON, JR.

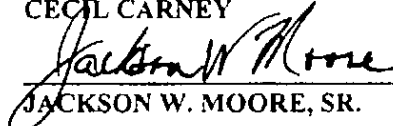
\_\_\_\_\_  
WILLIAM H. WEST

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CAROLE WILSON WEST

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CECIL CARNEY

  
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\_\_\_\_\_  
DON L. HARRILL

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ROBERT A. WILSON

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WILLIAM H. WEST

CAROLE WILSON WEST

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CECIL CARNEY

JACKSON W. MOORE, SR.

JACKSON W. MOORE, JR.

  
DON L. HARRILL

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C. KEMMONS WILSON, JR.

  
\_\_\_\_\_  
WILLIAM H. WEST

  
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CAROLE WILSON WEST

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SPENCE L. WILSON, JR.

\_\_\_\_\_  
C. KEMMONS WILSON, III

\_\_\_\_\_  
CECIL CARNEY

\_\_\_\_\_  
JACKSON W. MOORE, SR.

\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL



IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

\_\_\_\_\_  
SPENCE WILSON, SR.

\_\_\_\_\_  
ROBERT A. WILSON

\_\_\_\_\_  
C. KEMMONS WILSON, JR.

\_\_\_\_\_  
WILLIAM H. WEST

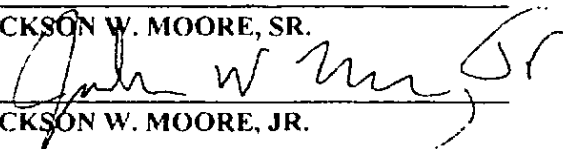
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SPENCE L. WILSON, JR.

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C. KEMMONS WILSON, III

\_\_\_\_\_  
CECIL CARNEY

\_\_\_\_\_  
JACKSON W. MOORE, SR.

  
\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL

**EXHIBIT A**  
**MERGER AGREEMENT**

[see attached]

## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 1<sup>st</sup> day of June, 2018, by and between **OLCC VERMONT, LLC**, a Delaware limited liability company ("Vermont"), and **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation ("OLCC" or the "Surviving Corporation" and collectively with Florida, the "Constituent Entities"), with Florida merging with and into OLCC, such that the separate existence of Florida shall cease and OLCC shall continue as the surviving corporation (the "Merger").

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

**WHEREAS**, the Board of Directors of OLCC (the "Board") and Wilson Resort Group, LLC, a Delaware limited liability company, the sole member of Florida (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"), Vermont 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 Vermont 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 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 Vermont 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 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]*

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: Michael J. Thompson  
Title: Sr. VP

OLCC VERMONT, LLC, a Delaware limited  
liability company

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

**EXHIBIT B**

**ARTICLES OF MERGER**

[see attached]

## ARTICLES OF MERGER

of

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

and

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

The following Articles of Merger are being submitted in accordance with Section 607.1109, 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 Vermont, LLC 8505 W. Irlo Bronson Memorial Hwy. Kissimmee, Florida 34747	Delaware	Limited Liability Company

Florida Document / Registration Number:  
M09000003983

**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.




**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.

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

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

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

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

**EXHIBIT C**

**CERTIFICATE OF MERGER**

{see attached}

**CERTIFICATE OF MERGER**

of

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

and

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

**(Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act)**

Orange Lake Country Club, Inc., a Florida corporation, hereby certifies that:

**FIRST:** The name and state of domicile of each of the domestic limited liability company and the foreign corporation are as follows:

<u>Name</u>	<u>State of Domicile</u>
OLCC Vermont, LLC	Delaware
Orange Lake Country Club, Inc.	Florida

**SECOND:** The Agreement and Plan of Merger has been approved and executed by each of the business entities which is to merge or consolidate.

**THIRD:** The name of the surviving foreign corporation is Orange Lake Country Club, Inc.

**FOURTH:** The merger shall be effective as of the time of filing the Certificate of Merger.

**FIFTH:** The executed Agreement and Plan of Merger is on file at a place of business of the surviving foreign corporation and the address thereof is 8505 W. Irlo Bronson Memorial Hwy., Kissimmee, Florida 34747.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**SEVENTH:** The surviving foreign corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such

action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 8505 W. Irlo Bronson Memorial Hwy., Kissimmee, Florida 34747.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be signed by its authorized officer, this 1 day of June, A.D., 2018.

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

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

**EXHIBIT D**

**WRG RESOLUTIONS**

[see attached]

**WRITTEN CONSENT OF  
THE SOLE MEMBER OF  
WILSON RESORT GROUP, LLC  
WITHOUT A MEETING**

As of June 1, 2018

**THE UNDERSIGNED**, being and constituting the sole member (the "Member") of **WILSON RESORT GROUP, LLC**, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions without a meeting pursuant to the applicable provisions of the Delaware Limited Liability Company Act, as revised:

**WHEREAS**, the Company is the sole member of OLCC Vermont, LLC, a Delaware limited liability company ("OLCC Vermont");

**WHEREAS**, the Company desires to execute that certain Written Consent of the Sole Member of OLCC Vermont, LLC, dated as of the date hereof and substantially in the form attached hereto as Exhibit A (the "Vermont Resolutions"); and

**WHEREAS**, the undersigned deems it to be advisable and in the best interest of the Company for the Company to execute the Vermont Resolutions as the sole member of OLCC Vermont.

**NOW, THEREFORE, BE IT RESOLVED**, that the undersigned hereby approves, authorizes, ratifies and consents to the execution and delivery by the Company of the Vermont Resolutions; and be it further

**RESOLVED**, that the officers of the Company (collectively, the "Officers") be, and each hereby is, authorized to take the following actions, all of which are hereby ratified and approved as the acts and deeds of the Company: (a) execute and deliver the Vermont Resolutions on behalf of the Company; and (b) execute any and all other consents, documents, agreements, certificates and instruments to be executed and/or delivered by the Company in connection with the foregoing resolutions, the execution thereof by any of the Officers to be conclusive evidence of the Company's approval and determination of the foregoing; and be it further

**RESOLVED**, that any and all actions heretofore taken by any of the Officers within the terms of the foregoing resolutions be authorized, adopted, approved, ratified and confirmed in their entirety as the acts and deeds of the Company; and be it further

**RESOLVED**, that 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.

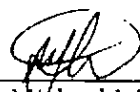
*[Signature page follows]*



IN WITNESS WHEREOF, the undersigned has given its consent to the foregoing resolutions as of the day and year first above written.

**MEMBER:**

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

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

**EXHIBIT A**

**VERMONT RESOLUTIONS**

[see attached]

**WRITTEN CONSENT OF  
THE SOLE MEMBER OF  
OLCC VERMONT, LLC  
WITHOUT A MEETING**

As of June 1, 2018

**THE UNDERSIGNED**, being and constituting the sole member (the "Member") of **OLCC VERMONT, LLC**, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions without a meeting pursuant to the applicable provisions of the Delaware Limited Liability Company Act, as revised:

**WHEREAS**, Orange Lake Country Club, Inc., a Florida corporation ("OLCC"), is the sole member of the Member;

**WHEREAS**, OLCC and the Member has determined it to be in the best interest of the Company for the Company to merge with and into OLCC pursuant to that certain Agreement and Plan of Merger by and between the Company and OLCC, substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), pursuant to which the separate existence of the Company will cease and OLCC shall continue as the surviving entity (the "Merger");

**WHEREAS**, in order to effectuate the Merger, (a) the proposed Articles of Merger by and between the Company and OLCC, substantially in the form attached hereto as Exhibit B (the "Articles of Merger"), are required to be filed with the Secretary of State of the State of Florida and (b) the proposed Certificate of Merger by the Company, substantially in the form attached hereto as Exhibit C (the "Certificate of Merger" and together with the Merger Agreement and the Articles of Merger, the "Merger Documents"), is required to be filed with the Secretary of State of the State of Delaware; and

**WHEREAS**, the undersigned deems it to be advisable and in the best interests of the Company to consummate the Merger and execute and deliver the Merger Documents.

**NOW THEREFORE, BE IT RESOLVED**, that the undersigned does hereby approve, adopt, authorize and ratify the Merger and the Merger Documents; and be it further

**RESOLVED**, that the officers of the Company (collectively, the "Officers") be, and each hereby is, authorized to take the following actions, all of which are hereby ratified and approved as the acts and deeds of the Company: (a) execute and deliver the Merger Documents on behalf of the Company; (b) perform any and all obligations of the Company under the Merger Documents; and (c) execute any and all other consents, documents, agreements, certificates and instruments to be executed and/or delivered by the Company in connection with the foregoing resolutions, the execution thereof by any of the Officers to be conclusive evidence of the Company's approval and determination of the foregoing; and be it further

**RESOLVED**, that all actions heretofore taken by any of the Officers within the terms of the foregoing resolutions be authorized, adopted, approved, ratified and confirmed in their entirety as the acts and deeds of the Company; and be it further


**RESOLVED**, that 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]*

IN WITNESS WHEREOF, the undersigned has given its consent to the foregoing resolutions as of the day and year first above written.

**MEMBER:**

**WILSON RESORT GROUP, LLC, a**  
Delaware limited liability company

By:  \_\_\_\_\_  
Name: Michael J. Thompson  
Title: SR. VP

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF A  
DOMESTIC LIMITED LIABILITY COMPANY INTO  
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**First:** The name of the surviving Corporation is Orange Lake Country Club, Inc., a Foreign Corporation.

**Second:** The jurisdiction in which this Corporation was formed is Florida.

**Third:** The name of the Limited Liability Company being merged into the Corporation is OLCC Vermont, LLC, a Delaware Limited Liability Company.

**Fourth:** The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

**Fifth:** The name of the surviving foreign Corporation is Orange Lake Country Club, Inc.

**Sixth:** An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 8505 W Irlo Bronson Memorial Hwy Kissimmee, FL 34747.

**Seventh:** A copy of the agreement of merger or consolidation will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**Eighth:** The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is

8505 W. Irlo Bronson Memorial Hwy  
Kissimmee, FL 34747

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 1st day of June, A.D., 2018.

By:   
Authorized Officer

Name: Michael J Thompson  
Print or type



# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

8177445

06-26-2018

ORANGE LAKE RESORTS

8505 W IRLO BRONSON MEMORIAL HIGHWAY

KISSIMMEE, FL 34747

ATTN: NINA PALLATT

DESCRIPTION	AMOUNT
4214747 - OLCC VERMONT, LLC 0250N Merger; Non-Survivor	
Merger	\$180.00
Franchise Tax Balance	\$300.00
Court Municipality Fee, Dover	\$20.00
TOTAL CHARGES	\$500.00
TOTAL PAYMENTS	\$500.00
BALANCE	\$0.00



**UNANIMOUS WRITTEN CONSENT OF  
THE BOARD OF DIRECTORS OF  
ORANGE LAKE COUNTRY CLUB, INC.  
WITHOUT A MEETING**

As of June 1, 2018

**THE UNDERSIGNED**, being and constituting all of the members of the board of directors (the "Directors") of **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation (the "Corporation"), do hereby adopt the following resolutions without a meeting pursuant to the applicable provisions of the Florida Business Corporation Act:

**WHEREAS**, the Corporation is the sole member of Wilson Resort Group, LLC, a Delaware limited liability company ("WRG");

**WHEREAS**, WRG is the sole member of OLCC Florida, LLC, a Delaware limited liability company ("OLCC Florida");

**WHEREAS**, the Directors have considered the transactions contemplated by the proposed Agreement and Plan of Merger by and between the Corporation and OLCC Florida, substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), pursuant to which OLCC Florida will merge with and into the Corporation with the Corporation as the surviving company (the "Merger");

**WHEREAS**, the Directors have considered (a) the proposed Articles of Merger by and between the Corporation and OLCC Florida, substantially in the form attached hereto as Exhibit B (the "Articles of Merger"), which are required to be filed with the Secretary of State of the State of Florida to effectuate the Merger, and (b) the proposed Certificate of Merger by the Corporation, substantially in the form attached hereto as Exhibit C (the "Certificate of Merger") and together with the Merger Agreement and the Articles of Merger, the "Merger Documents"), which is required to be filed with the Secretary of State of the State of Delaware to effectuate the Merger;

**WHEREAS**, after due consideration, the Directors believe that the Merger is in the best interests of the Corporation, WRG and OLCC Florida, and deem it advisable and in the best interests of the Corporation, WRG and OLCC Florida for the Corporation and OLCC Florida to consummate the Merger and execute and deliver the Merger Documents;

**WHEREAS**, in connection with the Merger, the Corporation desires to execute that certain Written Consent of the Sole Member of Wilson Resort Group, LLC, dated as of the date hereof and substantially in the form attached hereto as Exhibit D (the "WRG Resolutions"); and

**WHEREAS**, the undersigned deem it to be advisable and in the best interests of the Corporation for the Corporation to execute the WRG Resolutions as the sole member of WRG.

**NOW THEREFORE, BE IT RESOLVED**, the undersigned hereby authorize, ratify, confirm and approve (a) the Merger and (b) the execution and delivery by the Corporation of the Merger Documents and the WRG Resolutions; and be it further

**RESOLVED**, that the officers of the Corporation (collectively, the “Officers”) be, and each hereby is, authorized to take the following actions, all of which are hereby ratified and approved as the acts and deeds of the Corporation: (a) execute and deliver the Merger Documents and the WRG Resolutions on behalf of the Corporation; (b) perform any and all obligations of the Corporation under the Merger Documents, including, without limitation, the filing of the Articles of Merger with the Secretary of State of the State of Florida and the filing of the Certificate of Merger with the Secretary of State of the State of Delaware; and (c) execute any and all other consents, documents, agreements, certificates and instruments to be executed and/or delivered by the Corporation in connection with the foregoing resolutions, the execution thereof by any of the Officers to be conclusive evidence of the Corporation’s approval and determination of the foregoing; and be it further

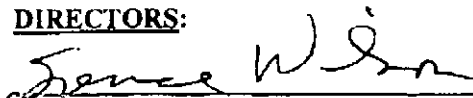
**RESOLVED**, that all actions heretofore taken by any of the Officers within the terms of the foregoing resolutions be authorized, adopted, approved, ratified and confirmed in their entirety as the acts and deeds of the Corporation; and be it further

**RESOLVED**, that this written consent 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]*

IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

  
SPENCE WILSON, SR.

ROBERT A. WILSON

C. KEMMONS WILSON, JR.

WILLIAM H. WEST

CAROLE WILSON WEST

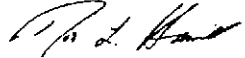
SPENCE L. WILSON, JR.

C. KEMMONS WILSON, III

CECIL CARNEY

JACKSON W. MOORE, SR.

JACKSON W. MOORE, JR.

  
DON L. HARRILL

IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

**DIRECTORS:**

\_\_\_\_\_  
SPENCE WILSON, SR.

\_\_\_\_\_  
ROBERT A. WILSON

\_\_\_\_\_  
C. KEMMONS WILSON, JR.

\_\_\_\_\_  
WILLIAM H. WEST

\_\_\_\_\_  
CAROLE WILSON WEST

\_\_\_\_\_  
SPENCE L. WILSON, JR.

\_\_\_\_\_  
C. KEMMONS WILSON, III

\_\_\_\_\_  
CECIL CARNEY

\_\_\_\_\_  
JACKSON W. MOORE, SR.

\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL

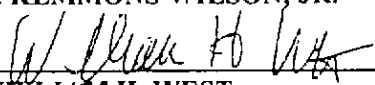
IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

\_\_\_\_\_  
SPENCE WILSON, SR.

\_\_\_\_\_  
ROBERT A. WILSON

\_\_\_\_\_  
C. KEMMONS WILSON, JR.

  
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WILLIAM H. WEST

  
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CAROLE WILSON WEST

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SPENCE L. WILSON, JR.

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C. KEMMONS WILSON, III

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CECIL CARNEY

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JACKSON W. MOORE, SR.

\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL

IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

\_\_\_\_\_  
SPENCE WILSON, SR.

\_\_\_\_\_  
ROBERT A. WILSON

\_\_\_\_\_  
C. KEMMONS WILSON, JR.

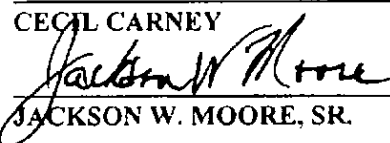
\_\_\_\_\_  
WILLIAM H. WEST

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CAROLE WILSON WEST

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SPENCE L. WILSON, JR.

\_\_\_\_\_  
C. KEMMONS WILSON, III

\_\_\_\_\_  
CECIL CARNEY

  
JACKSON W. MOORE, SR.

\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL

IN WITNESS WHEREOF, the undersigned have given their consent to the foregoing resolutions as of the day and year first above written.

DIRECTORS:

\_\_\_\_\_  
SPENCE WILSON, SR.

\_\_\_\_\_  
ROBERT A. WILSON

\_\_\_\_\_  
C. KEMMONS WILSON, JR.

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WILLIAM H. WEST

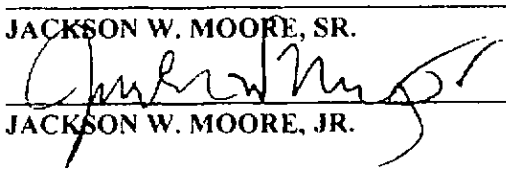
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CAROLE WILSON WEST

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SPENCE L. WILSON, JR.

\_\_\_\_\_  
C. KEMMONS WILSON, III

\_\_\_\_\_  
CECIL CARNEY

\_\_\_\_\_  
JACKSON W. MOORE, SR.

  
\_\_\_\_\_  
JACKSON W. MOORE, JR.

\_\_\_\_\_  
DON L. HARRILL

**EXHIBIT A**  
**MERGER AGREEMENT**

[see attached]



## **AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made and entered into as of the 1<sup>st</sup> day of June, 2018, by and between **OLCC FLORIDA, LLC**, a Delaware limited liability company ("Florida"), and **ORANGE LAKE COUNTRY CLUB, INC.**, a Florida corporation ("OLCC" or the "Surviving Corporation" and collectively with Florida, the "Constituent Entities"), with Florida merging with and into OLCC, such that the separate existence of Florida shall cease and OLCC shall continue as the surviving corporation (the "Merger").

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

**WHEREAS**, the Board of Directors of OLCC (the "Board") and Wilson Resort Group, LLC, a Delaware limited liability company, the sole member of Florida (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"), Florida 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 Florida 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 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 Florida 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 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]*

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: Michael L. Thompson  
Title: Sr. VP

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

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

**EXHIBIT B**

**ARTICLES OF MERGER**

[see attached]

## ARTICLES OF MERGER

of

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

and

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

The following Articles of Merger are being submitted in accordance with Section 607.1109, 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 Florida, LLC 8505 W. Irlo Bronson Memorial Hwy. Kissimmee, Florida 34747	Delaware	Limited Liability Company

Florida Document / Registration Number:  
M06000006472

**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.

**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.

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

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

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

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



**EXHIBIT C**

**CERTIFICATE OF MERGER**

[see attached]

LV 420984793v3

# **CERTIFICATE OF MERGER**

**of**

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

**and**

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

**(Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act)**

Orange Lake Country Club, Inc., a Florida corporation, hereby certifies that:

**FIRST:** The name and state of domicile of each of the domestic limited liability company and the foreign corporation are as follows:

Name

State of Domicile

OLCC Florida, LLC

Delaware

Orange Lake Country Club, Inc.

Florida

**SECOND:** The Agreement and Plan of Merger has been approved and executed by each of the business entities which is to merge or consolidate.

**THIRD:** The name of the surviving foreign corporation is Orange Lake Country Club, Inc.

**FOURTH:** The merger shall be effective as of the time of filing the Certificate of Merger.

**FIFTH:** The executed Agreement and Plan of Merger is on file at a place of business of the surviving foreign corporation and the address thereof is 8505 W. Irlo Bronson Memorial Hwy., Kissimmee, Florida 34747.


**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**SEVENTH:** The surviving foreign corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such

action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is 8505 W. Irlo Bronson Memorial Hwy., Kissimmee, Florida 34747.

**IN WITNESS WHEREOF**, the undersigned has caused this Certificate of Merger to be signed by its authorized officer, this 1 day of June, A.D., 2018.

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

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

**EXHIBIT D**

**WRG RESOLUTIONS**

[see attached]

**WRITTEN CONSENT OF  
THE SOLE MEMBER OF  
WILSON RESORT GROUP, LLC  
WITHOUT A MEETING**

As of June 1, 2018

**THE UNDERSIGNED**, being and constituting the sole member (the "Member") of **WILSON RESORT GROUP, LLC**, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions without a meeting pursuant to the applicable provisions of the Delaware Limited Liability Company Act, as revised:

**WHEREAS**, the Company is the sole member of OLCC Florida, LLC, a Delaware limited liability company ("OLCC Florida");

**WHEREAS**, the Company desires to execute that certain Written Consent of the Sole Member of OLCC Florida, LLC, dated as of the date hereof and substantially in the form attached hereto as Exhibit A (the "Florida Resolutions"); and

**WHEREAS**, the undersigned deems it to be advisable and in the best interest of the Company for the Company to execute the Florida Resolutions as the sole member of OLCC Florida.

**NOW, THEREFORE, BE IT RESOLVED**, that the undersigned hereby approves, authorizes, ratifies and consents to the execution and delivery by the Company of the Florida Resolutions; and be it further

**RESOLVED**, that the officers of the Company (collectively, the "Officers") be, and each hereby is, authorized to take the following actions, all of which are hereby ratified and approved as the acts and deeds of the Company: (a) execute and deliver the Florida Resolutions on behalf of the Company; and (b) execute any and all other consents, documents, agreements, certificates and instruments to be executed and/or delivered by the Company in connection with the foregoing resolutions, the execution thereof by any of the Officers to be conclusive evidence of the Company's approval and determination of the foregoing; and be it further

**RESOLVED**, that any and all actions heretofore taken by any of the Officers within the terms of the foregoing resolutions be authorized, adopted, approved, ratified and confirmed in their entirety as the acts and deeds of the Company; and be it further


**RESOLVED**, that 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]*

IN WITNESS WHEREOF, the undersigned has given its consent to the foregoing resolutions as of the day and year first above written.

**MEMBER:**

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

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

**EXHIBIT A**

**FLORIDA RESOLUTIONS**

[see attached]

LV 420984794v2



**WRITTEN CONSENT OF  
THE SOLE MEMBER OF  
OLCC FLORIDA, LLC  
WITHOUT A MEETING**

As of June 1, 2018

**THE UNDERSIGNED**, being and constituting the sole member (the "Member") of **OLCC FLORIDA, LLC**, a Delaware limited liability company (the "Company"), does hereby adopt the following resolutions without a meeting pursuant to the applicable provisions of the Delaware Limited Liability Company Act, as revised:

**WHEREAS**, Orange Lake Country Club, Inc., a Florida corporation ("OLCC"), is the sole member of the Member;

**WHEREAS**, OLCC and the Member has determined it to be in the best interest of the Company for the Company to merge with and into OLCC pursuant to that certain Agreement and Plan of Merger by and between the Company and OLCC, substantially in the form attached hereto as Exhibit A (the "Merger Agreement"), pursuant to which the separate existence of the Company will cease and OLCC shall continue as the surviving entity (the "Merger");

**WHEREAS**, in order to effectuate the Merger, (a) the proposed Articles of Merger by and between the Company and OLCC, substantially in the form attached hereto as Exhibit B (the "Articles of Merger"), are required to be filed with the Secretary of State of the State of Florida and (b) the proposed Certificate of Merger by the Company, substantially in the form attached hereto as Exhibit C (the "Certificate of Merger" and together with the Merger Agreement and the Articles of Merger, the "Merger Documents"), is required to be filed with the Secretary of State of the State of Delaware; and

**WHEREAS**, the undersigned deems it to be advisable and in the best interests of the Company to consummate the Merger and execute and deliver the Merger Documents.

**NOW THEREFORE, BE IT RESOLVED**, that the undersigned does hereby approve, adopt, authorize and ratify the Merger and the Merger Documents; and be it further

**RESOLVED**, that the officers of the Company (collectively, the "Officers") be, and each hereby is, authorized to take the following actions, all of which are hereby ratified and approved as the acts and deeds of the Company: (a) execute and deliver the Merger Documents on behalf of the Company; (b) perform any and all obligations of the Company under the Merger Documents; and (c) execute any and all other consents, documents, agreements, certificates and instruments to be executed and/or delivered by the Company in connection with the foregoing resolutions, the execution thereof by any of the Officers to be conclusive evidence of the Company's approval and determination of the foregoing; and be it further

**RESOLVED**, that all actions heretofore taken by any of the Officers within the terms of the foregoing resolutions be authorized, adopted, approved, ratified and confirmed in their entirety as the acts and deeds of the Company; and be it further


**RESOLVED**, that 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]*

**IN WITNESS WHEREOF**, the undersigned has given its consent to the foregoing resolutions as of the day and year first above written.

**MEMBER:**

**WILSON RESORT GROUP, LLC**, a  
Delaware limited liability company

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

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF A  
DOMESTIC LIMITED LIABILITY COMPANY INTO  
A FOREIGN CORPORATION**

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.

**First:** The name of the surviving Corporation is Orange Lake Country Club, Inc., a Foreign Corporation.

**Second:** The jurisdiction in which this Corporation was formed is Florida.

**Third:** The name of the Limited Liability Company being merged into the Corporation is OLCC Florida, LLC, a Delaware Limited Liability Company.

**Fourth:** The agreement of merger or consolidation has been approved and executed by each of the business entities which is to merge or consolidate.

**Fifth:** The name of the surviving foreign Corporation is Orange Lake Country Club, Inc.

**Sixth:** An agreement of merger or consolidation is on file at a place of business of the surviving foreign Corporation and the address thereof is 8505 W Irlo Bronson Memorial Hwy Kissimmee, FL 34747.

**Seventh:** A copy of the agreement of merger or consolidation will be furnished by the surviving foreign corporation, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

**Eighth:** The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of any domestic limited liability company which is to merge or consolidate, irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is

8505 W. Irlo Bronson Memorial Hwy  
Kissimmee, FL 34747

IN WITNESS WHEREOF, said Foreign Corporation has caused this certificate to be signed by its authorized officer, this 1st day of June, A.D., 2018.

By: 

Authorized Officer

Name: Michael J Thompson

Print or type



# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

8177445

06-26-2018

ORANGE LAKE RESORTS

8505 W IRLO BRONSON MEMORIAL HIGHWAY

KISSIMMEE, FL 34747

ATTN: NINA PALLATT

DESCRIPTION	AMOUNT
4251900 - OLCC FLORIDA, LLC 0250N Merger; Non-Survivor	
Merger	\$180.00
Franchise Tax Balance	\$300.00
Court Municipality Fee, Dover	\$20.00
TOTAL CHARGES	\$500.00
TOTAL PAYMENTS	\$500.00
BALANCE	\$0.00