

40092

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13 DEC 27 PM 3:29
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TALLAHASSEE, FLORIDA
Nugent
Self
12/30/13



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 942848 82866A

AUTHORIZATION :

A handwritten signature in cursive script, likely reading "Susie Knight", is written over the authorization line.

COST LIMIT : \$ 70.00

ORDER DATE : December 27, 2013

ORDER TIME : 3:33 PM

ORDER NO. : 942848-005

CUSTOMER NO: 82866A

ARTICLES OF MERGER

SANLAN RANCH CAMPGROUND, INC.

INTO

SANLAN RV & GOLF RESORT, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Susie Knight

EXAMINER'S INITIALS: _____

eff
1/1/14

ARTICLES OF MERGER

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

1. The name and jurisdiction of the surviving corporation is:

SANLAN RV & GOLF RESORT, INC., a Florida corporation
(Florida Document # H40092)

2. The name and jurisdiction of the merging corporation is:

SANLAN RANCH CAMPGROUND, INC., a Florida corporation
(Florida Document # H40094)

3. A copy of the executed Plan of Merger is attached hereto as Exhibit "A" and is fully incorporated by reference.

4. The merger shall become effective on January 1, 2014.

5. The Plan of Merger was recommended by the board of directors and approved by all of the shareholders of the surviving corporation on the 26 day of December, 2013.

6. The Plan of Merger was recommended by the board of directors and approved by all of the shareholders of the merging corporation on the 26 day of December, 2013.

Surviving Corporation:

Sanlan RV & Golf Resort, Inc.,
a Florida corporation

By: Emmett Edward Holloway, Jr.
Emmett Edward Holloway, Jr.,
its President

Merging Corporation:

Sanlan Ranch Campground, Inc.,
a Florida corporation

By: Emmett Edward Holloway, Jr.
Emmett Edward Holloway, Jr.,
its President

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit "A"

Plan of Merger

PLAN OF MERGER

This Plan of Merger (the "**Plan**") is entered into effective January 1, 2014 (the "**Effective Date**") by and between SANLAN RANCH CAMPGROUND, INC., a Florida corporation ("**Merging Corporation**") and SANLAN RV & GOLF RESORT, INC., a Florida corporation ("**Surviving Corporation**") in accordance with Florida Statutes section 607.1101.

Recitals

WHEREAS Merging Corporation is engaged in the business of owning and operating an RV park located in Lakeland, Florida, which includes several miles of hiking trails that meander through Surviving Corporation's property;

WHEREAS Surviving Corporation is engaged in the business of owning and operating a golf course located in Lakeland, Florida, which is intertwined with the property owned by Merging Corporation;

WHEREAS Merging Corporation and Surviving Corporation are each wholly owned by Emmett Edward Holloway, Jr. and Mary Ann Holloway (the "**Shareholders**");

WHEREAS the Shareholders desire to merge Merging Corporation and Surviving Corporation and thereby enhance the operational efficiency of Merging Corporation and Surviving Corporation, eliminate the need for financial interdependence and duplication of record keeping, reduce the costs and expenses incurred by Merging Corporation and Surviving Corporation, eliminate the potential overlapping of employee responsibilities, add to the amenities offered to both Merging Corporation's and Surviving Corporation's respective guests, and secure Surviving Corporation's access to vital water sources located on Merging Corporation's property;

NOW, THEREFORE, the Merging Corporation and the Surviving Corporation adopt the following Plan;

1. Incorporation. The recitals listed above are incorporated into the Plan as if they were fully stated herein.

2. Merging Corporation. The exact name and jurisdiction of the Merging Corporation is Sanlan Ranch Campground, Inc., a Florida corporation (Document Number H40094).

2. Surviving Corporation. The exact name and jurisdiction of the Surviving Corporation is Sanlan RV & Golf Resort, Inc., a Florida corporation (Document Number H40092).

3. Merger. Upon the approval of this Plan by the Merging Corporation's and Surviving Corporation's respective board of directors and, if necessary, shareholders the Merging Corporation shall be merged with and into the Surviving Corporation. The separate

existence of the Merging Corporation shall cease and both the Merging Corporation and the Surviving Corporation shall become a single corporation which shall be the Surviving Corporation. The title to all real estate and other property owned by the Merging Corporation and the Surviving Corporation shall be vested in the Surviving Corporation without reversion or impairment and without further act or deed upon the consummation of the merger described in this Plan. The Surviving Corporation shall assume all liabilities and obligations of the Merging Corporation as of the Effective Date. Any proceeding pending against the Merging Corporation or the Surviving Corporation may be continued as if the merger did not occur; alternatively the Surviving Corporation may be substituted for the Merging Corporation as a party to the proceeding. At the time of closing, the Surviving Corporation and the Merging Corporation shall cause the Articles of Merger to be filed with appropriate state official. From time to time after the closing, the Merging Corporation and the Surviving Corporation shall execute and deliver such other documents and take such other actions as may reasonably be required to accomplish the merger contemplated by this Plan.

4. Shares of Stock.

(a) Exchange of Shares. On or after the Effective Date the Surviving Corporation, upon receipt of properly endorsed stock certificates representing all of the Merging Corporation's outstanding shares of common stock, shall issue to the Shareholders stock certificates representing one share of the fully paid and nonassignable common stock of the Surviving Corporation for every one share of the Merging Corporation stock.

(b) Cancellation of Merging Corporation Shares. On the Effective Date, each share of the Merging Corporation's stock that is then issued and outstanding shall, by virtue of the merger described by the this Plan and without further action required by the Merging Corporation, the Merging Corporation's board of directors, the Surviving Corporation, or the Surviving Corporation's board of directors, be immediately cancelled.

(c) Continuity of Surviving Corporation Shares. Each share of stock issued and outstanding in the Surviving Corporation as of the Effective Date shall continue to be an issued and outstanding share of the Surviving Corporation notwithstanding the merger described in this Plan.

5. Corporate Incidents.

(a) Articles of Incorporation. The Surviving Corporation's Articles of Incorporation, as in effect immediately prior to the Effective Date, shall be the Articles of Incorporation of the Surviving Corporation following the merger described by this Plan.

(b) Bylaws. The Surviving Corporation's bylaws, as in effect immediately prior to the Effective Date, shall be the bylaws of the Surviving Corporation following the merger described by this Plan.

(c) Board of Directors and Officers. The board of directors of the Surviving Corporation shall consist of the persons who are members of the board of directors of the Surviving Corporation immediately prior to the Effective Date. The board of directors shall hold office until their successors have been elected and qualified pursuant to the Surviving Corporation's Articles of Incorporation and/or bylaws. The officers of the Surviving Corporation, if any, shall consist of the persons who are officers of the Surviving Corporation immediately prior to the Effective Date.

(d) Federal Tax Matters. Prior to this merger, both the Surviving Corporation and the Merging Corporation have elected to be treated as "S Corporations" for federal income tax purposes. Following the merger contemplated by this Plan, the Surviving Corporation shall continue to elect to be treated as an "S Corporation" for federal income tax purposes.

6. Representations and Warranties of the Merging Corporation. The Merging Corporation is a corporation duly organized and existing in good standing under the laws of the State of Florida, has the corporate power to own its properties and to carry on its business as now conducted.

7. Representations and Warranties of the Surviving Corporation. The Surviving Corporation is a corporation duly organized and existing in good standing under the laws of the State of Florida, has the corporate power to own its properties and to carry on its business as now conducted.

[Signatures to follow]

Merging Corporation's Board of Directors:

Emmett E. Holloway, Jr.
Emmett E. Holloway, Jr.

Marry Ann Holloway
Marry Ann Holloway

Linda A. Holloway
Linda A. Holloway

Surviving Corporation's Board of Directors:

Emmett E. Holloway, Jr.
Emmett E. Holloway, Jr.

Marry Ann Holloway
Marry Ann Holloway

Linda A. Holloway
Linda A. Holloway

*[Signature page for the Plan of Merger by and between Sanlan Ranch Campground, Inc.
and Bramble Ridge Golf Course, Inc.]*