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(Requestor's Name)

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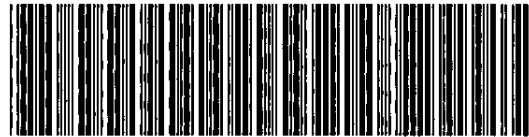
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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10/10/14--01014--001 **50.00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

14 OCT 10 AM 10:56

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CRM
10-22-14



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KERRI L. KOPERVOS
EMAIL: kkopervos@cooperlevenson.com

Direct Phone (609) 572-7436
Direct Fax (609) 572-7437

FILE NO.: 43851.56

October 9, 2014

Via overnight mail
Florida Department of State
Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: La Sammana Ventures, L.L.C.

FILED
14 OCT 10 AM 10:57
TALLAHASSEE, FL 32314
DIVISION OF CORPORATIONS
REGISTRATION SECTION
FLORIDA DEPARTMENT OF STATE

To Whom it May Concern:

Enclosed please find an original and one copy Articles of Merger and Plan of Merger for LSV Holdings, LLC into La Sammana Ventures, L.L.C. together with a firm check in the amount of \$50 to cover recording costs. Kindly file this document first.

Then, enclosed please find an original and one copy of the Articles of Merger and Plan of Merger for La Sammana Ventures, L.L.C. into Flagship Resort Development Corporation together with a firm check in the amount of \$78.75. Please return a stamped copy of each filing and the Certified copy of the Flagship merger to my attention in the envelope provided.

Both filings are to be effective January 1, 2015, but it is important that LSV Holdings, LLC be merged in La Sammana Ventures, L.L.C. first. Please contact me if you have any questions.

Thank you for your attention to this matter.

Very truly yours,

Kerri L. Kopervos, Paralegal
Kenneth D. Wolfe

KLK/KLK
Enclosure
CLAC 2527253.1

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: LA SAMMANA VENTURES, LLC

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Kerri L. Kopervos

Contact Person

Cooper Levenson, P.A.

Firm/Company

1125 Atlantic Ave., 3rd Floor

Address

Atlantic City, NJ 08401

City, State and Zip Code

kkopervos@cooperlevenson.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Kerri Kopervos

at (609) 572-7436

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

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

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14 OCT 10 AM 10:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**Articles of Merger
For
Florida Limited Liability Company**

Effective date
1-1-15

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 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>
LA SAMMANA VENTURES, LLC	FLORIDA	LLC - 1000000012313
LSV HOLDINGS, LLC	FLORIDA	LLC - L11000132921

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>
LA SAMMANA VENTURES, LLC	FLORIDA	LLC

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

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TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

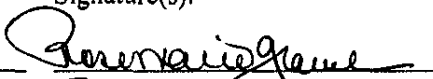
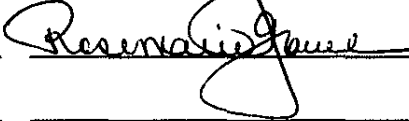
- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed 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:

January 1, 2015

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
La Sammana Ventures, LLC		Rosemarie Grawl
LSV Holdings, LLC		Rosemarie Grawl

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
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 an authorized person

<u>Fees:</u> For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	<u>Certified Copy (optional):</u>	\$30.00

PLAN AND AGREEMENT OF MERGER

**by merger of
LSV HOLDINGS, LLC.
with and into
LA SAMMANA VENTURES, LLC.
under the name of
LA SAMMANA VENTURES, LLC**

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14 OCT 10 AM 10:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This is a Plan and Agreement of Merger (the "Agreement") between LSV Holdings, LLC, a Florida limited liability company (the "Merging Company"), and **La Sammana Ventures, LLC**, a Florida limited liability company (the "Surviving Company").

ARTICLE 1. PLAN OF MERGER

1.01 Adoption of Plan.

A plan of merger of the Merging Company and the Surviving Company, pursuant to the provisions of the Section 605.1025 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) The Merging Company will be merged with and into the Surviving Company, to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Company will be La Sammana Ventures, LLC.

(c) When this Agreement becomes effective, the separate existence of the Merging Company will cease, and the Surviving Company will succeed, without other transfer, to all the rights and property of the Merging Company and will be subject to all the debts and liabilities of the Merging Company in the same manner as if the Surviving Company had itself incurred them. All rights of creditors and all liens on the property of each constituent Company will be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Company will carry on business with the assets of the Merging Company, as well as with the assets of the Surviving Company.

(e) The shareholders of the Merging Company will surrender all of their interests in the manner set forth in this Agreement.

(f) In exchange for the interests of the Merging Company surrendered by its shareholders, the Surviving Company will issue and transfer to these members, on the basis set forth in Article 4 below, its membership interests.

(g) The Articles of Organization of the Surviving Company, as existing on the effective date of the merger, will continue in full force as the Articles of Organization of the Surviving Company until altered, amended, or repealed as provided in the Certificate or as provided by law.

1.02 Effective Date.

The effective date of the merger (the "Effective Date") shall be January 1, 2015.

**ARTICLE 2. REPRESENTATIONS AND
WARRANTIES OF CONSTITUENT COMPANIES**

2.01 Representations and Warranties of the Merging Company.

As a material inducement to the Surviving Company to execute this Agreement and perform its obligations under this Agreement, the Merging Company represents and warrants to the Surviving Company as follows:

(a) The Merging Company is a company duly organized, validly existing, and in good standing under the laws of the State of Florida, with the power and authority to own property and carry on its business as it is now being conducted.

(b) All required federal, state, and local tax returns of the Merging Company have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. The Merging Company has not been delinquent in the payment of any tax or assessment.

2.02 Representations and Warranties of the Surviving Company.

As a material inducement to the Merging Company to execute this Agreement and perform its obligations under this Agreement, the Surviving Company represents and warrants to the Merging Company that the Surviving Company is a company duly organized, validly existing, and in good standing under the laws of the State of Florida, with the power and authority to own property and carry on its business as it is now being conducted.

**ARTICLE 3. COVENANTS, ACTIONS, AND
OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

3.01 Interim Conduct of Business; Limitations.

Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the Merging Company and the Surviving Company will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with

suppliers and other business contacts. Except with the prior consent in writing of the Surviving Company, pending consummation of the merger, the Merging Company will not:

(a) Create or issue any indebtedness for borrowed money.

(b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

3.02 Submission to Members and Filing.

This Agreement will be submitted to the Members of the Merging Company in the manner provided by the laws of the State of Florida for approval.

3.03 Conditions Precedent to Obligations of the Merging Company.

Except as may be expressly waived in writing by the Merging Company, all of the obligations of the Merging Company under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Surviving Company:

(a) The representations and warranties made by the Surviving Company to the Merging Company in Article 2 of this Agreement and in any document delivered pursuant to this Agreement will be deemed to have been made again on the Effective Date and will then be true and correct in all material respects. If the Surviving Company will have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it will report that discovery immediately to the Merging Company and will either correct the error, misstatement, or omission or obtain a written waiver from the Merging Company.

(b) The Surviving Company will have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency will have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

3.04 Conditions Precedent to Obligations of the Surviving Company.

Except as may be expressly waived in writing by the Surviving Company, all of the obligations of the Surviving Company under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by the Merging Company:

(a) The representations and warranties made by the Merging Company to the Surviving Company in Article 2 of this Agreement and in any document delivered pursuant to this Agreement will be deemed to have been made again on the Effective Date and will then be true and correct. If the Merging Company will have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective

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14 OCT 10 AM 11:57
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

Date, it will report that discovery immediately to the Surviving Company and will either correct the error, misstatement, or omission or obtain a written waiver from the Surviving Company.

(b) The Merging Company will have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) No action or proceeding by any governmental body or agency will have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

ARTICLE 4. CONVERSION OF INTERESTS

4.01 Manner of Converting Interests.

The Shareholders of the Merging Company will surrender their common shares to the Surviving Company promptly after the Effective Date, in exchange for units of interest in the Surviving Company to which they are entitled under this Article 4.

4.02 Basis.

The Shareholders of the Merging Company will be entitled to receive one (1) unit of interest of the Surviving Company for each one (1) share of the Merging Company.

ARTICLE 5. MANAGEMENT

5.01 Management of Survivor.

The Surviving Company will continue to be managed by the Managers of the Surviving Company, subject to the Surviving Company's Operating Agreement.

ARTICLE 6. BY-LAWS

6.01 Operating Agreement of Survivor.

The Operating Agreement of the Surviving Company, as existing on the Effective Date of the merger, will continue in full force as the Operating Agreement of the Surviving Company until altered, amended, or repealed as provided in the Operating Agreement or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES

7.01 Nature and Survival of Representations and Warranties.

All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of the Merging Company, the Surviving Company, or

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STOCK EXCHANGE
TALLAHASSEE, FL

the Members pursuant to this Agreement will be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties will survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties will act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 8. TERMINATION

8.01 Circumstances

This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date notwithstanding the approval of the Members of the Merging Company:

(a) By mutual consent of the Members of the Merging Company and the Surviving Company.

(b) At the election of the Members of either the Merging Company or the Surviving Company if:

1) Any material litigation or proceeding shall be instituted or threatened against either the Merging Company or the Surviving Company, or any of their respective assets that, in the opinion of the Members of either Company, renders the merger inadvisable or undesirable.

2) Any legislation shall be enacted that, in the opinion of either Members, renders the merger inadvisable or undesirable.

3) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Company, any materially adverse change in the business or condition, financial or otherwise, of either constituent Company.

(c) At the election of the Members of the Surviving Company if without the prior consent in writing of the Surviving Company, the Merging Company shall have

1) Made any other distribution on its interests.

2) Created or issued any indebtedness for borrowed money.

3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

8.02 Notice of and Liability on Termination.

If an election is made to terminate this Agreement and abandon the merger:

(a) The Authorized Member of the Company who has made the election will give immediate written notice of the election to the other constituent Company.

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SECRETARY OF STATE
CLARK COUNTY, NV

(b) On the giving of notice as provided in subparagraph (a), this Agreement will terminate and the proposed merger will be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there will be no liability on the part of either constituent Company as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

9.01 Further Assurances.

The Merging Company agrees that from time to time, as and when requested by the Surviving Company or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. The Merging Company further agrees to take or cause to be taken any further or other actions as the Surviving Company may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Company title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

9.02 Notices.

Any notice or other communication required or permitted under this Agreement will be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, addressed to the other Party at the principal place of business of the other Party, or to such other address as such other Party may from time to time request in writing.

9.03 Entire Agreement; Counterparts.

This Agreement and the exhibits to this Agreement contain the entire agreement between the Parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together will be deemed one original.

9.04 Controlling Law.

The validity, interpretation, and performance of this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Florida.

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14 OCT 10 AM 10:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Agreement was executed on Oct. 8, 2014.

LSV HOLDINGS, LLC, a Florida limited liability company

By: Rosemarie Grawl
ROSEMARIE GRAWL, ASST. MANAGER

LA SAMMANA VENTRUES, LLC, a Florida limited liability company

By: Rosemarie Grawl
ROSEMARIE GRAWL, ASST. MANAGER

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14 OCT 10 AM 10:57
SECTION 6, STATE
TALLAHASSEE, FLORIDA