

FILED
16 SEP 16 PM 3:23
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FLORIDA FILING & SEARCH SERVICES, INC.

P.O. BOX 10662 TALLAHASSEE, FL 32302

155 Office Plaza Dr Ste A Tallahassee FL 32301

PHONE: (800) 435-9371; FAX: (866) 860-8395

DATE: 09-16-13

NAME: LAKE NONA LAND COMPANY, LLC

TYPE OF FILING: MERGER

COST: 75.00 + 35.00

RETURN: GOOD STANDING CERTIFIED COPY

ACCOUNT: FCA000000015

AUTHORIZATION: ABBIE/PAUL HODGE

AbbieHodge

FILED

13 SEP 16 PM 3:23

**CERTIFICATE OF MERGER
OF**

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**LAKE NONA SOUTH PARCELS, LLC
LAKE NONA TOWNCENTER EAST, LLC
(each a Florida limited liability company)**

WITH AND INTO

**LAKE NONA LAND COMPANY, LLC
(a Florida limited liability company)**

Pursuant to the provisions of Chapter 608 of the Florida Statutes, this Certificate of Merger provides that:

1. Lake Nona South Parcels, LLC and Lake Nona Towncenter East, LLC, each a Florida limited liability company (each a "Company"), shall be merged with and into Lake Nona Land Company, LLC, a Florida limited liability company (the "LLC"), which shall be the surviving company.

2. The terms and conditions of the proposed merger are set forth in the Plan of Merger dated as of September 16, 2013, pursuant to which each Company shall be merged with and into the LLC (the "Merger"), which Plan of Merger is attached hereto as Exhibit "A" (the "Plan of Merger"). The Plan of Merger was duly approved and adopted by the sole member and sole manager of the LLC on September 16, 2013 by written consent in accordance with the applicable provisions of Chapter 608 of the Florida Statutes. The Plan of Merger was duly approved and adopted by the sole Member of each Company on September 16, 2013 by written consent in accordance with the applicable provisions of Chapter 608 of the Florida Statutes.

3. The Merger shall become effective as of the date of filing of this Certificate of Merger.

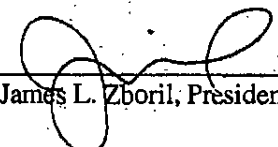
4. The Articles of Organization of the LLC as now in force and effect shall remain in force and effect until changed, altered or amended as therein provided and in the manner prescribed by the relevant provisions of Chapter 608, Florida Statutes.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of each Company and the LLC by the undersigned as of September 16, 2013.

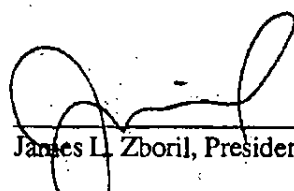
LAKE NONA LAND COMPANY, LLC

By: _____
Jefferson R. Voss, Manager

LAKE NONA SOUTH PARCELS, LLC

By:  _____
James L. Zboril, President MR

LAKE NONA TOWNCENTER EAST, LLC

By:  _____
James L. Zboril, President MR

3. The Merger shall become effective as of the date of filing of this Certificate of Merger.

4. The Articles of Organization of the LLC as now in force and effect shall remain in force and effect until changed, altered or amended as therein provided and in the manner prescribed by the relevant provisions of Chapter 608, Florida Statutes.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of each Company and the LLC by the undersigned as of September 16, 2013.

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH PARCELS, LLC

By: 

Jefferson R. Voss, Manager

By: _____

James L. Zboril, President

LAKE NONA TOWNCENTER EAST, LLC

By: _____

James L. Zboril, President

EXHIBIT A

PLAN OF MERGER
OF
LAKE NONA SOUTH PARCELS, LLC
AND LAKE NONA TOWNCENTER EAST, LLC
(each a Florida limited liability company)
WITH AND INTO
LAKE NONA LAND COMPANY, LLC
(a Florida limited liability company)

This Plan of Merger is dated effective as of September 16, 2013 by and between Lake Nona South Parcels, LLC and Lake Nona Towncenter East, LLC, each a Florida limited liability company (each a "Company"), and Lake Nona Land Company, LLC, a Florida limited liability company (the "LLC").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Pursuant to the authority of the Florida Limited Liability Company Act and in accordance with the provisions of this Agreement by and among the LLC and each Company, at the Effective Time (as defined below), each Company shall be merged with and into the LLC (the "Merger"), the separate and corporate existence of each Company shall cease, and the LLC (the "Surviving Company") shall continue its existence pursuant to the laws of Florida under its present name. (Each Company and the LLC are collectively referred to as the "Constituent Companies.")
2. The Merger shall become effective as of the date of filing of the Articles of Merger (the "Effective Time").
3. The Surviving Company shall possess and retain every interest in all assets and property of every description. The rights, privileges, immunities, powers, franchises and authority, of a public as well as private nature, of each of the Constituent Companies shall be vested in the Surviving Company without further act or deed. The title to and any interest in all real estate vested in any of the Constituent Companies shall not in any way be impaired by reason of the Merger, and shall vest in the Surviving Company by operation of law.
4. All obligations belonging to or due to each of the Constituent Companies shall be vested in the Surviving Company without further act or deed, and the Surviving Company shall be liable for all of the obligations of each of the Constituent Companies existing as of the Effective Time.

5. The Articles of Organization of the LLC as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Organization of the Surviving Company immediately after the Effective Time.

6. At the Effective Time, by virtue of the Merger and without any action on the part of the owners, members, managers, officers, or directors of the Constituent Companies, the issued and outstanding membership interests/units of each Company immediately prior to the Effective Time will be automatically cancelled and the Surviving Company will not issue membership interests/units on the consummation of the Merger contemplated by this agreement.

7. This document may be executed in one or more counterparts, a complete set of which shall constitute one original.

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH PARCELS, LLC *MR*

By: _____
Jefferson R. Voss, Manager

By:  _____
James L. Zboril, President

LAKE NONA TOWNCENTER EAST, LLC *MR*

By:  _____
James L. Zboril, President


5. The Articles of Organization of the LLC as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Organization of the Surviving Company immediately after the Effective Time.

6. At the Effective Time, by virtue of the Merger and without any action on the part of the owners, members, managers, officers, or directors of the Constituent Companies, the issued and outstanding membership interests/units of each Company immediately prior to the Effective Time will be automatically cancelled and the Surviving Company will not issue membership interests/units on the consummation of the Merger contemplated by this agreement.

7. This document may be executed in one or more counterparts, a complete set of which shall constitute one original.

LAKE NONA LAND COMPANY, LLC

LAKE NONA SOUTH PARCELS, LLC

By: 
Jefferson R. Voss, Manager

By: _____
James L. Zboril, President

LAKE NONA TOWNCENTER EAST, LLC

By: _____
James L. Zboril, President