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Division of Corporations

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**MERGER OR SHARE EXCHANGE  
CAREFREE SHADOWWOOD, LLC**

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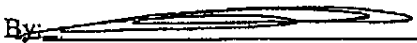
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ARTICLES OF MERGER  
OF  
CAREFREE BROADACRE, INC. F09258  
INTO  
CAREFREE SHADOWWOOD, LLC M14000004329


The following Articles of Merger are submitted to merge the following Florida corporation and Delaware limited liability company in accordance with Section 607.1109, 617.0302 or 605.1025, Florida Statutes:

1. CAREFREE BROADACRE, INC., a Florida corporation, shall be merged with and into CAREFREE SHADOWWOOD, LLC, a Delaware limited liability company.
2. CAREFREE SHADOWWOOD, LLC, a Delaware limited liability company, shall be the surviving company in the merger (the "Surviving LLC").
3. The attached plan of merger was approved by the Florida corporation and Delaware limited liability company that are parties to the merger in accordance with the applicable provisions of Chapters 607, 605, 617 and/or 620, Florida Statutes.
4. The attached plan of merger was approved by the Surviving LLC, a Delaware limited liability company that is a party to the merger, in accordance with the applicable laws of the State of Delaware under which the Surviving LLC was formed, organized or incorporated.
5. The effective date of the merger shall be on the date of the filing of these Articles of Merger with the Florida Department of State (the "Effective Date").
6. The Surviving LLC is not formed, organized or incorporated under the laws of Florida. Its principal office address in its home state is as follows: 6991 East Camelback Road, Suite B-310, Scottsdale, Arizona 85251.
7. The Surviving LLC is an out-of-state entity, and hereby (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 the corporation that is party to the merger; and (b) agrees to promptly pay the dissenting shareholders of the corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

CAREFREE BROADACRE, INC., a  
Florida corporation

By:   
Print Name: Dave Napp  
Title: Chief Executive Officer

CAREFREE SHADOWWOOD, LLC, a  
Delaware limited liability company

By:   
Print Name: Dave Napp  
Title: Chief Executive Officer

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## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of November 7, 2014 (this "Agreement"), between Carefree Broadacre, Inc., a Florida corporation (the "Florida Corp."), and Carefree Shadowwood, LLC, a Delaware limited liability company (the "Delaware LLC").

### WITNESSETH:

WHEREAS, the Florida Corp. is the sole member of the Delaware LLC;

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Florida Corp. by means of a merger of the Florida Corp. with and into the Delaware LLC (the "Merger");

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Delaware Act") and the laws of the State of Florida authorize the merger of a Florida corporation with and into a Delaware limited liability company;

WHEREAS, the Florida Corp. and the Delaware LLC now desire to merge, following which the Delaware LLC shall be the surviving entity; and

WHEREAS, the Merger has been approved in accordance with the laws of the State of Florida and the Delaware Act.

NOW THEREFORE, the parties hereto hereby agree as follows:

### ARTICLE I

#### THE MERGER

##### SECTION 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall file a certificate of merger substantially in the form of Exhibit A hereto (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the "Effective Time").

(b) At the Effective Time, the Florida Corp. shall be merged with and into the Delaware LLC, whereupon the separate existence of the Florida Corp. shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the "Surviving LLC") in accordance with Section 18-209 of the Delaware Act.

##### SECTION 1.02. Interests.

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## At the Effective Time:

(a) Each of the shares in the Florida Corp. outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and National RV Communities, LLC, the holder of the shares in the Florida Corp., shall receive all of the limited liability company interests in the Delaware LLC as consideration for its shares in the Florida Corp. being cancelled. There are no rights to acquire any shares of the Florida Corp. outstanding, but if there were, any such right to acquire one (1) share of the Florida Corp. outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted into a right to receive \$0.01 USD from the Delaware LLC. At the Effective Time and upon National RV Communities, LLC receiving such limited liability company interests in the Delaware LLC, National RV Communities, LLC shall be admitted to the Delaware LLC as a member of the Delaware LLC, and the Delaware LLC shall continue without dissolution; and

(b) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC. The Surviving LLC shall file articles of merger substantially in the form of Exhibit B hereto (the "Articles of Merger") with the Secretary of State of the State of Florida and make all other filings or recordings required by Florida law in connection with the Merger.

## ARTICLE II

## THE SURVIVING LIMITED LIABILITY COMPANY

SECTION 2.01. Certificate of Formation and Limited Liability Company Agreement. The certificate of formation and limited liability company agreement of the Delaware LLC in effect at the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with their terms and applicable law. The name of the Surviving LLC shall be Carefree Shadowwood, LLC.

SECTION 2.02. Sole Member. At the Effective Time, National RV Communities, LLC shall be the sole member of the Surviving LLC for all purposes. The Surviving LLC is member-managed and has no managers or managing-members.

## ARTICLE III

TRANSFER AND CONVEYANCE OF ASSETS  
AND ASSUMPTION OF LIABILITIES

SECTION 3.01. Transfer, Conveyance and Assumption. At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Florida Corp., and all of the assets and property of whatever kind and character of the Florida Corp. shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC,

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shall be liable for all of the liabilities and obligations of the Florida Corp., and any claim or judgment against the Florida Corp. may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the Delaware Act.

SECTION 3.02. Further Assurances. If at any time the Delaware LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Florida Corp., or otherwise to carry out the provisions hereof, the proper representatives of the Florida Corp. as of the Effective Time shall execute and deliver any and all proper deeds, assignments, and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

#### ARTICLE IV

##### TERMINATION

SECTION 4.01. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

- (a) by mutual written consent of the Delaware LLC and the Florida Corp.;
- (b) by either the Delaware LLC or the Florida Corp., if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware LLC or the Florida Corp. from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

SECTION 4.02. Effect of Termination. If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of either party hereto.

#### ARTICLE V

##### MISCELLANEOUS

SECTION 5.01. Amendments; No Waivers.

(a) Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and by the Florida Corp.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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SECTION 5.02. Integration. All prior or contemporaneous agreements, contracts, promises, representations, and statements, if any, between the Delaware LLC and the Florida Corp., or their representatives, are merged into this Agreement, and this Agreement shall constitute the entire understanding between the Delaware LLC and the Florida Corp. with respect to the subject matter hereof.

SECTION 5.03. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

SECTION 5.04. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

SECTION 5.05. Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

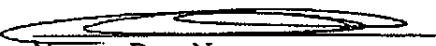
[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Carefree Shadowwood, LLC

By:   
Name: Dave Napp  
Title: Chief Executive Officer

Carefree Broadacre, Inc.

By:   
Name: Dave Napp  
Title: Chief Executive Officer

National RV Communities, LLC

By:   
Name: Dave Napp  
Title: Chief Executive Officer

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Exhibit A

**CERTIFICATE OF MERGER  
OF  
CAREFREE BROADACRE, INC.  
INTO  
CAREFREE SHADOWWOOD, LLC**

dated: November \_\_\_\_, 2014

(Under Section 18-209 of the Delaware Limited Liability Company Act)

The undersigned limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"),

**DOES HEREBY CERTIFY:**

**FIRST:** The name and jurisdiction of formation, organization or incorporation of each of the constituent entities which is to merge are as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation, Organization or Incorporation</u>
Carefree Broadacre, Inc.	Corporation	Florida
Carefree Shadowwood, LLC	Limited Liability Company	Delaware

**SECOND:** An Agreement of Merger has been approved and executed by each of the constituent entities listed above in accordance with Section 18-209 of the Act.

**THIRD:** The name of the surviving Delaware limited liability company is Carefree Shadowwood, LLC.

**FOURTH:** The merger of Carefree Broadacre, Inc. into Carefree Shadowwood, LLC shall be effective upon filing of this Certificate of Merger.

**FIFTH:** The executed Agreement of Merger is on file at a place of business of the surviving Delaware limited liability company. The address of such place of business of the surviving Delaware limited liability company is 6991 East Camelback Road, Suite B-310, Scottsdale, Arizona 85251.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving Delaware limited liability company, on request and without cost, to any member of Carefree Shadowwood, LLC, and to any stockholder of Carefree Broadacre, Inc.

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IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger  
as of the date first above written.

CAREFREE SHADOWWOOD, LLC

By: \_\_\_\_\_  
Name:  
Title:

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Exhibit B

**ARTICLES OF MERGER  
OF  
CAREFREE BROADACRE, INC.  
INTO  
CAREFREE SHADOWWOOD, LLC**

The following Articles of Merger are submitted to merge the following Florida corporation and Delaware limited liability company in accordance with Section 607.1109, 617.0302 or 605.1025, Florida Statutes:

1. **CAREFREE BROADACRE, INC.**, a Florida corporation, shall be merged with and into **CAREFREE SHADOWWOOD, LLC**, a Delaware limited liability company.

2. **CAREFREE SHADOWWOOD, LLC**, a Delaware limited liability company, shall be the surviving company in the merger (the "Surviving LLC").

3. The attached plan of merger was approved by the Florida corporation and Delaware limited liability company that are parties to the merger in accordance with the applicable provisions of Chapters 607, 605, 617 and/or 620, Florida Statutes.

4. The attached plan of merger was approved by the Surviving LLC, a Delaware limited liability company that is a party to the merger, in accordance with the applicable laws of the State of Delaware under which the Surviving LLC was formed, organized or incorporated.

5. The effective date of the merger shall be on the date of the filing of these Articles of Merger with the Florida Department of State (the "Effective Date").

6. The Surviving LLC is not formed, organized or incorporated under the laws of Florida. Its principal office address in its home state is as follows: 6991 East Camelback Road, Suite B-310, Scottsdale, Arizona 85251.

7. The Surviving LLC is an out-of-state entity, and hereby (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 the corporation that is party to the merger; and (b) agrees to promptly pay the dissenting shareholders of the corporation that is a party to the merger the amount, if any, to which they are entitled under Section 607.1302, Florida Statutes.

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CAREFREE BROADACRE, INC., a  
Florida corporation

CAREFREE SHADOWWOOD, LLC, a  
Delaware limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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