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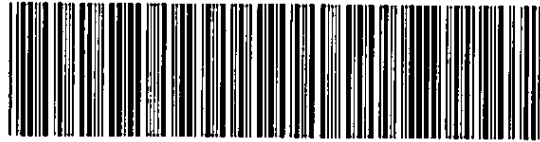
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PAUL M. ASSOCIATES, LLC

2019 MAY -6 P 2:33

FILED

MAY 15 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Intrawest Sandestin Company, L.L.C.

Name of Surviving Party

Please return all correspondence concerning this matter to:

Julie Bodden

Contact Person

Alterra Mountain Company

Firm/Company

3501 Wazee Street, Suite 400

Address

Denver, CO 80216

City, State and Zip Code

jbodden@alterramtnco.com

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

For further information concerning this matter, please call:

Julie Bodden

at (303) 749-8216

Name of Contact Person

Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2550

MAILING ADDRESS:
Amendment Section
Division of Corporations
P. O. Box 6327

ARTICLES OF MERGER
FOR
FLORIDA PROFIT CORPORATION
INTO
OTHER BUSINESS ENTITY

FILED

2019 MAY -6 P 3 33

TALLAHASSEE, FLORIDA

The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with § 607.1109, Florida Statutes.

FIRST: The exact name, jurisdiction, and entity type of the merging party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Sandestin Resort & Club, Inc.	Florida	Corporation

SECOND: The exact name, jurisdiction, and entity type of the surviving party is as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Intrawest Sandestin Company, L.L.C.	Delaware	Limited Liability Company

THIRD: The attached Agreement and Plan of Merger was approved by the domestic corporation that is party to the merger in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

FOURTH: The attached Agreement and Plan of Merger was approved by the foreign limited liability company that is party to the merger in accordance with the applicable provisions of the Limited Liability Company Act of the State of Delaware.

FIFTH: The effective date of the merger shall be the date these Articles of Merger are filed by the Florida Department of State.

SIXTH: The survivor's principal office address in its home state, country or jurisdiction is as follows:

251 Little Falls Drive
Wilmington, DE 19808

SEVENTH: The surviving entity:

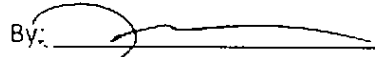
- a) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or rights of dissenting shareholders of the domestic corporation that is party to the merger; and
- b) Agrees to promptly pay the dissenting shareholders of the domestic corporation that is a party to the merger the amount, if any, to which they are entitled under § 607.1302, Florida Statutes.

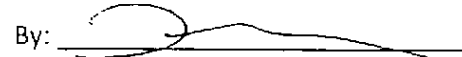
EIGHTH: Signatures for Each Party:

SANDESTIN RESORT & CLUB, INC.

INTRAWEST SANDESTIN COMPANY, L.L.C.

By: Alterra Mountain Company U.S. Inc.
(f/k/a Intrawest U.S. Holdings Inc.),
Its Sole Member

By: 
Julie Bodden, Secretary

By: 
Julie Bodden, Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of the 17th day of April, 2019, by and between SANDESTIN RESORT & CLUB, INC., a Florida corporation (the "Disappearing Entity"), and INTRAWEST SANDESTIN COMPANY, L.L.C., a Delaware limited liability company (the "Surviving Entity" and together with the Disappearing Entity, the "Entities"), with the Disappearing Entity merging with and into the Surviving Entity, such that the separate existence of the Disappearing Entity shall cease, and the Surviving Entity shall continue as the surviving entity (the "Merger").

RECITALS

WHEREAS, the Surviving Entity is the sole shareholder of the Disappearing Entity; and

WHEREAS, the board of directors of the Disappearing Entity and the sole member of the Surviving Entity deem it advisable and in the best interests of the Entities to merge the Disappearing Entity into the Surviving Entity; and

WHEREAS, it is the intention of the Entities that the Merger shall constitute a tax-free reorganization, as defined in Section 368 of the Internal Revenue Code of 1986, as amended, and that this Agreement shall also constitute a plan of reorganization.

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 Entities hereby 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 (the "FL Act") and the Limited Liability Company Act of the State of Delaware (the "DE Act"), the Disappearing Entity shall be merged with and into the Surviving Entity. Following the Merger, the Surviving Entity shall continue as the surviving entity and shall continue its existence under the laws of the State of Delaware, and the separate existence of the Disappearing Entity under the laws of the State of Florida shall cease.

1.2. Effective Date. Articles of Merger of a Florida Profit Corporation into Other Business Entity in respect of the Disappearing Entity shall be executed, delivered and filed with the Florida Department of State, Division of Corporations, in accordance with the provisions of the FL Act. A Certificate of Merger in respect of the Surviving Entity shall be executed, delivered and filed with the Division of Corporations of the State of Delaware in accordance with the provisions of the DE Act. The Merger shall be effective as of the date of filing the Certificate of Merger with the Secretary of State of the State of Delaware (the "Effective Date").

privileges, powers and franchises of a public as well as of a private nature of the Disappearing Entity and be subject to all of the restrictions, disabilities and duties of the Disappearing Entity so merged; and all of the rights, privileges, powers and franchises of the Disappearing Entity, and all property, real, personal and mixed, and all debts due to the Disappearing Entity on whatever account, shall be vested in the Surviving Entity; and all property, rights, privileges, powers and franchises and all and every other interest shall be thereafter the property of the Surviving Entity as they were of the Disappearing Entity; and the title to any real estate, vested by deed or otherwise, under the laws of the State of Florida or otherwise, in the Disappearing Entity, shall not revert or in any way be impaired by reason of the Merger, provided that all debts, liabilities and duties of the Disappearing Entity, and all rights of creditors and all liens upon any property of the Disappearing Entity, shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity.

1.4. Certificate of Formation and Limited Liability Company Agreement of the Surviving Entity. From and after the Effective Date, the Certificate of Formation, as amended from time to time, of the Surviving Entity (the "Certificate of Formation") and the Limited Liability Company Agreement, as amended from time to time, of the Surviving Entity (the "LLC Agreement") in effect immediately prior to the Effective Date shall be the Certificate of Formation and the LLC Agreement, respectively, of the Surviving Entity, unless and until altered, amended or repealed as provided in the Certificate of Formation or the LLC Agreement.

1.5. Directors and Officers of Surviving Entity. The directors and officers of the Surviving Entity immediately prior to the Effective Date shall be the directors and officers, respectively, of the Surviving Entity and will hold such titles from the Effective Date until their respective successors are duly elected and qualified in the manner provided in the Certificate of Formation and the LLC Agreement of the Surviving Entity, or as otherwise provided by law.

ARTICLE II CONVERSION AND EXCHANGE OF EQUITY INTERESTS

2.1. Conversion of Common Stock. As of the Effective Date, each then issued and outstanding share of common stock of the Disappearing Entity shall, by virtue of the Merger and without any action on the part of the holders thereof, be canceled and cease to exist, and no consideration shall be issued in respect thereof.

ARTICLE III CONDITIONS

3.1. Approval of Merger. The obligations of each party hereto to perform this Agreement and to consummate the transaction contemplated hereby shall be subject to the approval of the Merger and adopted by the Disappearing Entity and the Surviving Entity.

ARTICLE IV MISCELLANEOUS

4.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules thereof.

4.2. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

4.3. 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.

4.4. 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.

4.5. Authorization. The proper officers of the 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.

4.6. Modification or Amendment. Subject to the applicable provisions of the FL Act and/or the DE Act, at any time prior to the approval of this Agreement by the Surviving Entity, 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.

4.7. Termination. This Agreement may be terminated and abandoned by the mutual consent of the Entities at any time before the Effective Date, whether before or after approval of this Agreement by the Surviving Entity.

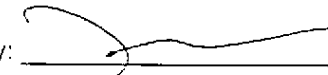
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement and Plan of Merger as of the day and year first above written.

SURVIVING ENTITY:

INTRAWEST SANDESTIN COMPANY, L.L.C.

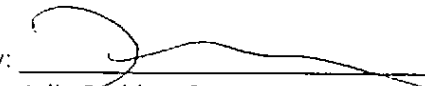
By: Alterra Mountain Company U.S. Inc.,
Its Sole Member

By: 
Julie Bodden, Secretary

DISAPPEARING ENTITY:

SANDESTIN RESORT & CLUB, INC.

A Florida corporation

By: 
Julie Bodden, Secretary