H10000002200

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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L. SELLERS
AUG - 9 2010
EXAMINER

To:
Division of Corporations
Fax Number : (850)617-6380

From:
Account Name : GUNSTER, YOAKLEY, ETAL. (WEST PALM BEACH)
Account Number : 076117000420
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MERGER OR SHARE EXCHANGE
Crown Colony Golf & Country Club, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	03
Estimated Charge	$77.50

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August 6, 2010

FLORIDA DEPARTMENT OF STATE
Division of Corporations

CROWN COLONY GOLF & COUNTRY CLUB, INC.
8851 CROWN COLONY BOULEVARD
FORT MYERS, FL 33908

SUBJECT: CROWN COLONY GOLF & COUNTRY CLUB, INC.
REF: N10000002200

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

The plan of merger must be attached/included.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6967.

Leslie Sellers
Regulatory Specialist II

FAX Aud. #: H10000176770
Letter Number: 310A00018932

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Articles of Merger
For
Florida Non-Profit Corporation

The following Articles of Merger are submitted to merge the following Florida Non-Profit Corporation and Delaware Limited Liability Company in accordance with s. 607.1109 or 617.0302, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

Name	Jurisdiction	Form/Entity Type
Crown Colony Golf & Country Club, LLC	Delaware	Limited Liability Company
Crown Colony Golf & Country Club, Inc.	Florida	Corporation Not-For-Profit

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

Name	Jurisdiction	Form/Entity Type
Crown Colony Golf & Country Club, Inc.	Florida	Corporation Not-For-Profit

THIRD: The attached plan of merger was approved by Crown Colony Golf & Country Club, Inc. in accordance with the applicable provisions of Chapters 607 and 617, Florida Statutes.

FOURTH: The attached plan of merger was approved by Crown Colony Golf & Country Club, LLC in accordance with the applicable laws of the state, country or jurisdiction under which Crown Colony Golf & Country Club, LLC was formed.

FIFTH: Signature(s) for Each Party:

CROWN COLONY GOLF & COUNTRY CLUB, LLC, a Delaware limited liability company

By: _____
Name: John R. Ayers
Title: Manager

By: _____
Name: Kevin Walsh
Title: Manager

By: CROWN COLONY GOLF & COUNTRY CLUB, INC., a Florida not-for-profit corporation, as Sole Member

By: _____
Name: John R. Ayers
Title: President

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TALLAHASSEE, FLORIDA

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CROWN COLONY GOLF & COUNTRY CLUB, INC., a Florida not-for-profit corporation

By: _____
Name: KEVIN TUBISH
Title: TREASURER

WPB 1082982.3

AGREEMENT AND PLAN OF MERGER
OF
CROWN COLONY GOLF & COUNTRY CLUB, LLC
WITH AND INTO
CROWN COLONY GOLF & COUNTRY CLUB, INC.

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is dated as of the 1st day of July, 2010, by and among **CROWN COLONY GOLF & COUNTRY CLUB, LLC, a Delaware limited liability company** ("Crown Colony LLC"), and **CROWN COLONY GOLF & COUNTRY CLUB, INC., a Florida not-for-profit corporation** ("Club"). Crown Colony LLC and the Club are sometimes hereinafter referred to together as the "Companies".

RECITALS

WHEREAS, the managers of Crown Colony LLC and the Club, as sole member of Crown Colony LLC, and the board of directors of the Club, have each unanimously determined it is advisable that Crown Colony LLC be merged with and into the Club (the "Merger") on the terms and in accordance with the provisions contained in this Agreement;

NOW, THEREFORE, in consideration of the premises and the respective covenants and agreements of the Companies contained herein, each hereby agrees as follows:

1. Merger.

(a) This Agreement shall become effective as of the date indicated above, and the Merger shall become effective (the "Effective Date") on the later of (i) 12:01 A.M. on July 1, 2010, (ii) the filing of the Articles of Merger with the Florida Department of State or (iii) the filing of the Certificate of Merger with the Delaware Department of State.

(b) On the Effective Date, (i) Crown Colony LLC shall be merged with and into the Club on the terms and in accordance with the provisions contained in this Agreement, (ii) the separate corporate existence of Crown Colony LLC shall cease, (iii) the corporate existence of the Club shall continue under the laws of the State of Florida unaffected and unimpaired by the Merger and (iv) the Club shall be the surviving corporation of the Merger. The term "Surviving Corporation," as used herein, is defined to mean Crown Colony Golf & Country Club, Inc., a Florida not-for-profit corporation, from and after the Effective Date.

(c) On the Effective Date, all of the assets and properties of Crown Colony LLC and the Club, whether real, personal, or mixed, tangible or intangible, and whether tangible or intangible, and all of the liabilities and obligations of Crown Colony LLC and the Club, whether fixed or contingent, shall vest in the Club as the Surviving Corporation, without any further action of Crown Colony LLC or the Club. From and after the Effective Date, the Surviving Corporation shall (i) possess all of the rights, privileges, immunities, assets and properties (whether real, personal, or mixed, and whether tangible or intangible) of both Crown Colony LLC and the Club, and (ii) be responsible and liable for all of the liabilities and obligations of both Crown Colony LLC and the Club.

(d) Pursuant to the applicable statutory provisions, the Agreement has been adopted and approved by the managers of Crown Colony LLC and by the Club, as the sole

member of Crown Colony LLC, and by the Surviving Corporation. The conditions of the applicable statutes of the State of Delaware and the State of Florida, respectively, have been complied with.

2. Cancellation of Shares. On the Effective Date, all membership interests of Crown Colony LLC shall be cancelled by reason of the Merger and without any action by the holders thereof.

3. Filing of Articles of Merger. The appropriate officers of Crown Colony LLC and the Club shall execute the Certificate of Merger and the Articles of Merger as promptly as possible, and shall deliver the Certificate of Merger to the Delaware Department of State and the Articles of Merger to the Florida Department of State for filing in accordance with the provisions of applicable law.

4. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.

5. This Agreement may be executed in any number of counterparts and shall be effective when this Agreement or a counterpart thereof has been fully executed.

IN WITNESS WHEREOF, Crown Colony LLC and the Club have executed and delivered this Agreement as of the date first above written.

CROWN COLONY GOLF & COUNTRY CLUB, LLC, a Delaware limited liability company

By:_____
Name: John R. Ayers
Title: Manager

By:_____
Name: Kevin Walsh
Title: Manager

CROWN COLONY GOLF & COUNTRY CLUB, INC., a Florida not-for-profit corporation, as Surviving Corporation and as Sole Member of Crown Colony LLC

By:_____
Name: John R. Ayers
Title: President