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**MERGER OR SHARE EXCHANGE  
GROVE XXIII GOLF CLUB, INC.**

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**ARTICLES OF MERGER**

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1109, F.S. 617.0302, or 605.1025, Florida Statutes.

1. The name, entity type, and jurisdiction of the Merging party is:

<u>Name</u>	<u>Jurisdiction/Type</u>	<u>Document Number</u>
Grove XXIII Golf Course, LLC	Florida Limited Liability Company	L17000249108

2. The name, entity type, and jurisdiction of the Surviving party is:

<u>Name</u>	<u>Jurisdiction/Type</u>	<u>Document Number</u>
Grove XXIII Golf Club, Inc.	Florida Not For Profit Corporation	N17000006185

3. The attached Plan of Merger was approved by each domestic corporation, liability company, partnership and/or limited partnership, or other business entity that is a party to the merger in accordance with the applicable provisions of Chapters 607, 605, 617, and/or 620, Florida Statutes.

4. The Merger will be effective upon filing with the Florida Department of State.

Surviving Corporation:

GROVE XXIII GOLF CLUB, INC.

By Donald E. Mudd  
Donald E. Mudd  
Its: President  
Date: 2/11/19

Merging Limited Liability Company:

GROVE XXIII GOLF COURSE, LLC

By GROVE XXIII GOLF CLUB, INC.

Its: Sole Member

By Donald E. Mudd  
Donald E. Mudd  
Its: President  
Date: 2/11/19

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### PLAN OF MERGER

PLAN OF MERGER, dated as of February 11, 2019 (this "Plan of Merger"), between GROVE XXIII GOLF COURSE, LLC, a Florida limited liability company ("Golf Course Entity"), and GROVE XXIII GOLF CLUB, INC., a Florida not for profit corporation ("Club") ("Survivor") (jointly, the "Constituent Entities").

WHEREAS, Golf Course Entity is a limited liability company duly organized and existing under the laws of the State of Florida as of the date of this Plan of Merger; and

WHEREAS, Club is a not for profit corporation existing under the laws of the State of Florida as of the date of this Plan of Merger;

WHEREAS, the sole member of Golf Course Entity and the Board of Directors of the Club have approved and deemed it advisable and in the best interests of their respective members that Golf Course Entity be merged with and into Club on the terms and conditions set forth in this Plan of Merger,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **The Merger.** Upon the terms and subject to the conditions set forth in this Plan of Merger and in accordance with the applicable provisions of the Florida Limited Liability Company Act (the "FLLCA") and the Florida Not for Profit Corporation Act (the "FNCA"), Golf Course Entity shall be merged with and into Club (the "Merger") at the Effective Time (as defined in Section 2). At the Effective Time, the separate existence of Golf Course Entity shall cease, and Club shall continue as the surviving entity and shall succeed to and assume all of the rights, properties, liabilities and obligations of Golf Course Entity in accordance with the FLLCA and the FNCA.

2. **Effective Time.** As soon as practicable after all authorizations and approvals have been obtained, including the approval by the sole member of Golf Course Entity and the approval by the Board of Directors of Club, the parties hereto shall cause the Merger to be consummated by filing Articles of Merger (the "Articles of Merger") with the Secretary of State of the State of Florida, in such form as is required by the FLLCA and the FNCA and shall make all other filings or recordings required under the FLLCA and the FNCA. The Merger shall become effective upon such filings or at such time thereafter as is provided in the Articles of Merger (the "Effective Time").

3. **Effects of the Merger.** At and after the Effective Time, the Merger shall have the effects set forth in the FLLCA and the FNCA.

4. **Articles of Incorporation.** The Articles of Incorporation of Club as in effect immediately prior to the Effective Time shall remain the Articles of Incorporation of Club and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida.

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5. **Club Bylaws.** Upon the Effective Time, the Bylaws of Club as in effect immediately prior to the Effective Time shall continue as the Bylaws of Club until thereafter amended or terminated in the manner provided by law; and the members of Club shall remain as the members of Club.

6. **Authorization.** Prior to the Effective Time, each of the Constituent Entities shall take all such action (including, without limitation, obtaining the approval of this Plan of Merger and the Merger by the sole member of the Golf Course Entity and the Board of Directors of the Club, as the case may be) to effectuate the Merger.

7. **Limited Liability Company Interests.** Upon the Effective Time, each then outstanding limited liability company interest in Golf Course Entity shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and cease to exist and no consideration shall be issued in respect thereof. Upon the Effective Time, each then outstanding membership interest in Club shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to represent 100% of the outstanding membership interests of Club.

8. **Amendment.** No change or modification of this Plan of Merger shall be valid unless made in writing by all parties hereto.

9. **Applicable Law.** This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

10. **Survival.** Any provision of this Plan of Merger which contemplates performance or the existence of obligations after the Effective Date, shall not be deemed to be merged into or waived by the execution and delivery of this Plan of Merger or any other instrument but shall expressly survive the Merger and shall be binding upon the party or parties obligated thereby.

IN WITNESS WHEREOF, this Plan of Merger has been executed on behalf of the parties on the date first above written.

Club (Survivor):

GROVE XXIII GOLF CLUB, INC.

By Donald E. Mudd  
Donald E. Mudd  
Its: President  
Date: 2/11/19

Golf Course Entity:

GROVE XIII GOLF COURSE, LLC  
By GROVE XXIII GOLF CLUB, INC.

Its: Member

By Donald E. Mudd  
Donald E. Mudd  
Its: President  
Date: 2/11/19