

## Florida Department of State

Division of Corporations  
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Account Name : JONES FOSTER P.A.  
Account Number : 076077003231  
Phone : (561)650-0471  
Fax Number : (561)650-5300

*3/2/2020  
Re-faxing after filing  
2020 Annual Report  
for merging entity on  
03/02/2020. Please  
honor original filing  
date.*

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: jservice@jonesfooster.com

*Sherry  
561-650-  
0471.*

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

Certificate of Status	0
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MAR 03 2020





February 28, 2020

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

GROVE XXIII GOLF CLUB, INC.  
HOBE SOUND, FL 33455

SUBJECT: GROVE XXIII GOLF CLUB, INC.  
REF: N17000006185

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.

As a condition of a merger, pursuant to s.605.0212(8), Florida Statutes, each party to the merger must be active and current in filing its annual reports with the Department of State through December 31 of the calendar year in which the articles of merger are submitted for filing.

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) 245-6050.

Rebekah White

Regulatory Specialist II Supervisor

FAX Aud. #: H20000066637

Letter Number: 420A00004454

*2020 Annual  
Report filed  
03/02/2020*

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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 Clubhouse LLC	Florida Limited Liability Company	L17000249123

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

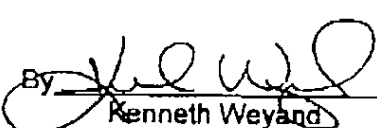
<u>Name</u>	<u>Jurisdiction/Type</u>	<u>Document Number</u>
Grove XXIII Golf Club, Inc.	Florida Not For Profit Corporation	N17000006185

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:   
Kenneth Weyand  
Its: President

Date: 2/24/20  
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Merging Limited Liability Company:

GROVE XXIII CLUBHOUSE LLC  
By GROVE XXIII GOLF CLUB, INC.  
Its: Sole Member

By:   
Kenneth Weyand  
Its: President

Date: 2/24/20

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FLORIDA

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### PLAN OF MERGER

PLAN OF MERGER, dated as of February 24, 2020 (this "Plan of Merger"), between GROVE XXIII CLUBHOUSE LLC, a Florida limited liability company ("Clubhouse Entity"), and GROVE XXIII GOLF CLUB, INC., a Florida not for profit corporation ("Club") ("Survivor") (jointly, the "Constituent Entities").

WHEREAS, Clubhouse 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 Clubhouse 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 Clubhouse 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"), Clubhouse 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 Clubhouse 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 Clubhouse 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 Clubhouse 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 Clubhouse 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 Clubhouse 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.

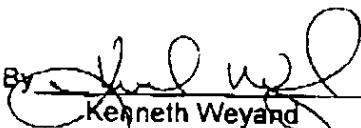
9. **Applicable Law**. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

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):

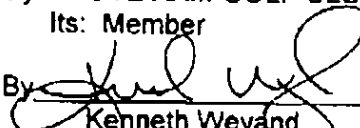
GROVE XXIII GOLF CLUB, INC.

By:   
Kenneth Weyand  
Its: President  
Date: 2/24/20

Clubhouse Entity:

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

Its: Member

By:   
Kenneth Weyand  
Its: President  
Date: 2/24/20

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