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From: Vcorp Services ID: 18506176380

1 of 1

P93000033843

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

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**MERGER OR SHARE EXCHANGE**  
**Isleworth Land Company**

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TALLAHASSEE, FLORIDA

12/31/12



December 28, 2012

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

ISLEWORTH LAND COMPANY  
6100 PAYNE STEWART DR  
WINDERMERE, FL 34786US

SUBJECT: ISLEWORTH LAND COMPANY  
REF: P93000033843

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.

Please entitle your document Articles of Merger.

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Annette Ramsey  
Regulatory Specialist II

FAX Aud. #: H12000301440  
Letter Number: 612A00030360

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**ARTICLES OF MERGER OF  
CONNECTICUT LIMITED LIABILITY COMPANY INTO  
A FLORIDA CORPORATION**

Pursuant to Section 34-196 of the Connecticut Limited Liability Company Act and Section 607.1109 Florida Statutes, the undersigned organizations executed the following Articles of Merger:

- FIRST:** The name of the surviving corporation is Isleworth Land Company, a Florida corporation (the "**Surviving Company**"), and the name of the limited liability company being merged into the Surviving Company is Blanche Cove, LLC, a Connecticut limited liability company (the "**Merging Company**").
- SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the Surviving Company and the Merging Company pursuant to the applicable provisions of Section 34-194 of the Connecticut Limited Liability Company Act and Chapter 607 Florida Statutes.
- THIRD:** The Certificate of Incorporation and Bylaws of the Surviving Company as in effect immediately prior to the effective time of the merger shall be the Certificate of Incorporation and Bylaws of the Surviving Company after the merger is effected.
- FOURTH:** The merger is to become effective as of December 31, 2012.
- FIFTH:** The Agreement and Plan of Merger is on file at 9350 Conroy Windermere Road, Windermere, Florida 34786, the principal office of the Surviving Company.
- SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by the Surviving Company on request, without cost, to any member of the Merging Company.
- SEVENTH:** The Surviving Company (1) agrees it may be served with process in the State of Connecticut in any proceeding for enforcement of any obligation of the Merging Company, as well as for enforcement of any obligation of the Surviving Company; and (2) irrevocably appoints the Secretary of State of the State of Connecticut as its agent for service of process in any such proceeding and such process shall be mailed to it at the above address by the Secretary of State of the State of Connecticut.

[SIGNATURE PAGE FOLLOWS]

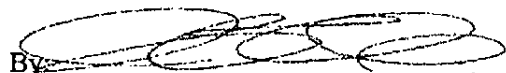
H12000301440 3

IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this certificate to be signed by an authorized representative this 13<sup>th</sup> day of December, 2012.

**MERGING COMPANY:**

**BLANCHE COVE, LLC**, a Connecticut limited liability company

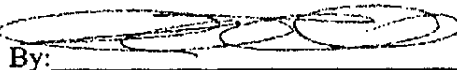
BY: Aviva Land Holdings, Inc., a Florida corporation

By: 

Name: Vice Pro Jeffrey R. Voss  
Its: Vice President

**SURVIVING COMPANY:**

**ISLEWORTH LAND COMPANY**, a Florida corporation

By: 

Name: Jefferson R. Voss  
Its: Vice President

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**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") dated as of December 13, 2012, by and between **BLANCHE COVE, LLC**, a Connecticut limited liability company (the "Merging Company"), and **ISLEWORTH LAND COMPANY**, a Florida corporation (the "Surviving Company").

**WITNESSETH**

WHEREAS, the Merging Company is a limited liability company organized and existing pursuant to the laws of the State of Connecticut;

WHEREAS, the Surviving Company is a corporation organized and existing pursuant to the laws of the State of Florida; and

WHEREAS, the members of the Merging Company and the shareholders of the Surviving Company have approved the merger of the Merging Company with and into the Surviving Company on the terms and subject to the conditions set forth in this Agreement (the "Merger").

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

**ARTICLE I  
THE MERGER**

**Section 1.1 Merger and Surviving Entity.** (a) Subject to the terms and conditions of this Agreement, at the Effective Time, the Merging Company shall be merged with and into the Surviving Company in accordance with the provisions of Chapter 607 Florida Statutes and shall be in accordance with Section 34 of the Connecticut Limited Liability Company Act, and the separate existence of the Merging Company shall cease. Isleworth Land Company shall be the "Surviving Entity" in the Merger.

(b) The Certificate of Incorporation and the Bylaws of the Surviving Company as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation and the Bylaws of the Surviving Entity.

(c) The location of the principal office shall be the Surviving Company's principal office as identified in its Certificate of Incorporation.

**Section 1.2 Effective Time of the Merger.** The Merger shall become effective as of December 31, 2012 (the "Effective Time").

**Section 1.3 Conversion and Treatment of Shares of the Merging Company and the Surviving Company.**

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At the Effective Time, by virtue of the Merger and without any action on the part of any member of the Merging Company or Shareholder of the Surviving Company, membership interests in the Merging Company will be converted on a one-to-one ratio with shares of the Surviving Company.

#### **Section 1.4 Closing.**

The closing (the "**Closing**") of the transactions contemplated by this Agreement shall take place at the offices of the Surviving Company, or at such other time and place as the Merging Company and the Surviving Company shall agree (the date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**").

### **ARTICLE II GENERAL PROVISIONS**

#### **Section 2.1 Entire Agreement.**

This Agreement (including the documents and instruments to be executed in connection herewith or referred to herein) (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof (other than any written confidentiality agreement that may have been entered by or among any of the parties, and (b) may not be amended except by an instrument in writing signed on behalf of each of the parties hereto and in compliance with applicable law.

#### **Section 2.2 Waiver.**

At any time prior to the Effective Time, the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant thereto and (c) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of a party hereto to any such extension or waiver shall be valid if set forth in an instrument in writing signed on behalf of such party.

#### **Section 2.3 Interpretation.**

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. In this Agreement, unless a contrary intention appears, (i) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision and (ii) reference to any Article or Section means such Article or Section hereof. No provision of this Agreement shall be interpreted or construed against any party hereto solely because such party or its legal representative drafted such provision.

#### **Section 2.4 Severability.**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this

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Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Merger is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner to the fullest extent permitted by applicable law in order that the Merger may be consummated as originally contemplated to the fullest extent possible.

**Section 2.5 Governing Law.**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of Connecticut and Florida. Any action, suit, arbitration or other proceeding arising out of or related to this Agreement shall be conducted only in Florida. If any action, suit, arbitration or other proceeding arising out of or related to this Agreement is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**Section 2.6 Connecticut Provisions.**

No amendments or changes to the organizational documents of the Surviving Company are desired in connection with the Merger.

**Section 2.7 Counterparts.**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Merging Company and the Surviving Company have caused this Agreement to be signed by an authorized representative this 13<sup>th</sup> day of December, 2012.

**MERGING COMPANY:**

**BLANCHE COVE, LLC**, a Connecticut limited liability company

BY: Aviva Land Holdings, Inc., a Florida corporation

By: 

Name: Jefferson R. Voss

Its: VICE President

**SURVIVING COMPANY:**

**ISLEWORTH LAND COMPANY**, a Florida corporation

By: 

Name: Jefferson R. Voss

Its: VICE President