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**MERGER OR SHARE EXCHANGE**

**FEATHER SOUND COUNTRY CLUB, INC.**

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Merger  
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## ARTICLES OF MERGER

of

TRISTAR ACQUISITION SUBSIDIARY, INC.  
(a Florida corporation)

with and into

FEATHER SOUND COUNTRY CLUB, INC.  
(a Florida corporation)

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), TRISTAR Acquisition Subsidiary, Inc., a Florida corporation ("Merging Entity"), and Feather Sound Country Club, Inc., a Florida corporation (the "Surviving Entity"), hereby submit these Articles of Merger.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and document number for the Surviving Entity is as follows:

Feather Sound Country Club, Inc., a Florida corporation, with its principal office at 2201 Feather Sound Drive, Clearwater, Florida 33762, and its Florida Document Number being 619313.

**SECOND:** The exact name, street address of its principal office, jurisdiction, and document number for the Merging Entity is as follows:

TRISTAR Acquisition Subsidiary, Inc., a Florida corporation, with its principal office at 390 South Woods Mills Road, Suite 160, Chesterfield, Missouri, 63017, and its Florida Document Number being P05000112033.

**THIRD:** The Plan of Merger is attached hereto as Exhibit A.

**FOURTH:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**FIFTH:** The Surviving Entity has obtained the approval of its shareholders at a duly noticed meeting of the shareholders held on November 22, 2005.

**SIXTH:** The Merging Entity adopted the plan of merger by the written consent of its sole shareholder on December 13, 2005.

**SEVENTH:** The Articles of Merger comply with and were executed in accordance with the laws of the State of Florida.

[SIGNATURE PAGE TO ARTICLES OF MERGER]

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by their duly authorized officers as of this 20<sup>th</sup> day of December, 2005.

TRISTAR ACQUISITION SUBSIDIARY, INC.

By: 

Michael Towman  
President

[CONTINUATION OF SIGNATURE PAGE TO ARTICLES OF MERGER]

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by their duly authorized officers as of this 20<sup>th</sup> day of December, 2005.

FEATHER SOUND COUNTRY CLUB, INC.

By:

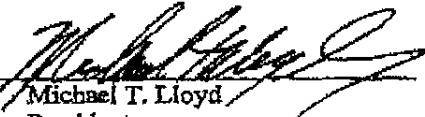
  
Michael T. Lloyd  
President

Exhibit A**PLAN OF MERGER**

The following Plan of Merger (the "Plan of Merger") is submitted in compliance with Section 607.1101 of the Florida Business Corporation Act (the "Act").

**FIRST:** The exact name and jurisdiction of the surviving entity is as follows:

Feather Sound Country Club, Inc., a Florida corporation (the "Surviving Entity").

**SECOND:** The exact name and jurisdiction of the merging entity is as follows:

TRISTAR Acquisition Subsidiary, Inc., a Florida corporation (the "Merging Entity").

**THIRD:** The terms and conditions of the merger are as follows:

At the Effective Time (as defined below) of the merger, the separate existence and organization of the Merging Entity shall cease, and the Surviving Entity shall continue its corporate existence and organization as the surviving entity under the name "Feather Sound Country Club, Inc.", and shall continue to be governed by the laws of the State of Florida.

This Plan of Merger, pursuant to the Amended and Restated Agreement and Plan of Merger (the "Agreement") dated October 26, 2005, by and between the Surviving Entity and the Merging Entity, and any related matters, has been submitted to the holders of all of the issued and outstanding capital stock of Surviving Entity. This Plan of Merger, pursuant to the Agreement, and any related matters has also been submitted to the sole holder of all of the issued and outstanding capital stock of Merging Entity.

The Merger shall be effective at the time and on the date at which the Articles of Merger are filed with the Florida Department of State (such date and time being herein referred to as the "Effective Time").

The Articles of Incorporation and the Bylaws of Surviving Entity in effect immediately prior to the Effective Time shall be the Articles of Incorporation and the Bylaws of the Surviving Entity, until amended in accordance with applicable law.

At the Effective Time, the Board of Directors of the Surviving

Entity shall consist of those persons serving as directors of record of the Merging Entity immediately prior to the Effective Time.

The purposes of the Surviving Entity shall be to engage in the activities identified in its Articles of Incorporation and any other activities in which a corporation organized under the Act may engage.

**FOURTH:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the Surviving Entity or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the Surviving Entity or any other corporation, or, in whole or in part, into cash or other property are as follows:

Each share of common stock, par value \$1.00 per share, of Surviving Entity ("Surviving Entity Stock") issued and outstanding immediately prior to the Effective Time shall be converted into the right to elect one of the following alternatives as consideration for the surrender of the shares of Surviving Entity Stock (collectively, the "Merger Consideration"):

1. conversion of such shares of Surviving Entity Stock into the right to receive from the Surviving Entity in cash, without interest, \$500.00 per share of Surviving Entity Stock ("Alternative A");
2. conversion of such shares of Surviving Entity Stock into the right to receive from the Surviving Entity in cash, without interest, \$2,500.00 per share of Surviving Entity Stock if the Permits (as defined below) have been either obtained by TRiSTAR Recreational Properties, LLC, a Missouri limited liability company and affiliate of Merging Entity ("TRiSTAR"), or waived by TRiSTAR (in its sole and absolute discretion) on or before the second anniversary of the Effective Time, such amount being payable to each applicable Shareholder within thirty-five (35) days after the earlier of (i) the date on which the last of the Permits have been so obtained or (ii) the second anniversary of the Effective Time ("Alternative B"). If all of the Permits have not been so obtained on or before the second anniversary of the Effective Time, then each Shareholder that selected Alternative B will then be given the further choice of receiving either (x) the amount of \$500.00 per share of Surviving Entity Stock ("Alternative B-1") payable to each applicable Shareholder within thirty-five (35) days after the deadline date for selecting Alternative B-1, which deadline shall be no later than thirty

(30) days after the second anniversary of the Effective Time, or (y) the right to receive \$2,500.00 per share of Surviving Entity Stock only if the Permits are thereafter either obtained by TRiSTAR or waived by TRiSTAR (in its sole and absolute discretion) on or before the fifth anniversary of the Effective Time, such amount being payable within thirty-five (35) days after the earlier of (I) the date on which the last of the Permits have been obtained or (II) the fifth anniversary of the Effective Time, provided, however, that if all of the Permits are not so obtained by the fifth anniversary of the Effective Time, the amount of payment to each such applicable Shareholder will be zero ("Alternative B-2"). For purposes of the Agreement, "Permits" shall mean the following to the extent TRiSTAR reasonably determines they are necessary to enable TRiSTAR to develop the Proposed Development (as defined in the Agreement) on the Real Property (as defined in the Agreement): annexation into the City of St. Petersburg; comprehensive plan change; future land use map change; rezoning; preliminary site plan approval; Southwest Florida Water Management District permit or permit modification; U.S. Army Corps of Engineers permit or permit modification; and such other approvals, consents or actions relating to land use or zoning that TRiSTAR reasonably determines are necessary to enable TRiSTAR to develop the Proposed Development on the Real Property.

Those Shareholders that do not select either of Alternative A or Alternative B on or before the Effective Time will be deemed to have selected Alternative A. Further, with respect to those Shareholders that select Alternative B, if all of the Permits have not been obtained by the second anniversary of the Effective Time, any such Shareholders that do not then affirmatively select Alternative B-2 will be deemed to have selected Alternative B-1.

At the Effective Time, all such shares of Surviving Entity Stock so converted shall no longer be outstanding and shall be canceled and retired and in all respects shall cease to exist, and each holder of a certificate representing any such shares of Surviving Entity Stock will cease to have any rights with respect thereto and shall cease to have any right or incidents of beneficial ownership or otherwise in respect of such shares, except for the right to receive the Merger Consideration upon surrender of such certificate(s).

Each share of common stock, par value \$1.00 per share, of Merging Entity issued and outstanding immediately prior to the Effective Time will be converted into and become a number of

fully paid and non-assessable shares of Surviving Entity Stock equal to the number of whole and fractional shares of Merging Entity common stock to be so converted. Such shares of common stock, will constitute all of the issued and outstanding shares of capital stock of the Surviving Corporation at the Effective Time.