

REED WEITKAMP
SCHELL & VICE PLLC

2400 Citizens Plaza
Louisville, Kentucky 40202
(502) 589-1000
Facsimile (502) 562-2200

L000000011595

VIA FEDERAL EXPRESS

Division of Corporations
409 East Gaines Street
Tallahassee, FL 32399

Re: Articles of Merger

EFFECTIVE DATE
9-30-00

400003407034--8
-09/27/00-01089-002
*****60.00 *****60.00

Dear Sir or Madam:

Enclosed please find an original and three copies of the Articles of Merger of Different Strokes Golf Centers, Inc. with and into DSGC, LLC, along with a check in the amount of \$60.00 to cover the filing fee. Please file the enclosed Articles of Merger and return the file-stamped copies to me. I have enclosed a self-addressed, return envelope for your convenience.

If you have any questions or concerns, please contact me.

Sincerely,



Shelley A. Kidder
Paralegal

SAK

Enclosures

cc: James T. Crain, III
Gary R. Weitkamp

FILED
00 SEP 27 AM 11:04
TALLAHASSEE, FL 32304

SL

ARTICLES OF MERGER
Merger Sheet

MERGING:

DIFFERENT STROKES GOLF CENTERS, INC., a Florida entity, P96000078530

into

DSGC, LLC, a Florida entity L00000011595

File date: September 27, 2000 , effective September 30, 2000

Corporate Specialist: Shawn Logan

ARTICLES OF MERGER
of
DIFFERENT STROKES GOLF CENTERS, INC.
with and into
DSGC, LLC

P96-78530

L-11595

The following Articles of Merger are hereby executed and filed by Different Strokes Golf Centers, Inc., a Florida corporation ("Different Strokes") and DSGC, LLC, a Florida limited liability company (the "Company") pursuant to Sections 607.1105 and 607.1108 of the Florida Business Corporation Act (the "Corporation Act") and 608.438 and 608.4383 of the Florida Limited Liability Company Act (the "LLC Act") of the Florida Statutes for the purpose of merging Different Strokes with and into the Company under the Agreement and Plan of Merger between Different Strokes and the Company effective as of the 30th day of September, 2000 which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Plan of Merger").

FIRST: The Plan of Merger has been approved and adopted by the Board of Directors of Different Strokes in the manner prescribed by the Corporation Act. The Plan of Merger was submitted to the Shareholders of Different Strokes on September 5, 2000 in the manner prescribed by the Corporation Act and was approved unanimously by the holders of 1,000 common shares of Different Strokes, which are the only shares of Different Strokes currently issued and outstanding. Accordingly, pursuant to the duly authorized actions of the Board of Directors and Shareholders, Different Strokes will be merged with and into the Company.

SECOND: The Plan of Merger was submitted to the members of the Company and was approved by all of the members in accordance with the LLC Act.

THIRD: The Articles of Organization of the Company have not been amended and the number of membership interests granted by the Company has been unaffected by the merger.

FOURTH: The Company is the surviving business entity.

FIFTH: These Articles of Merger shall be effective as of September 30, 2000.

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NOTARY SEAL
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the Company, the surviving business entity under the Plan of Merger, and Different Strokes have caused their names to be subscribed to these Articles of Merger by and through their duly authorized member and officer, respectively.

DIFFERENT STROKES GOLF CENTERS, INC.

By: David A. Jones

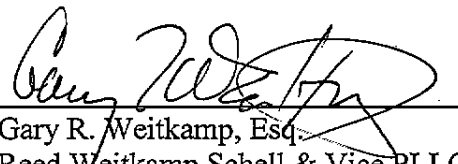
Title: President

DSGC, LLC

By: David A. Jones

Title: Member

This instrument was prepared by:


Gary R. Weitkamp, Esq.
Reed Weitkamp Schell & Vice PLLC
500 W. Jefferson Street, Suite 2400
Louisville, Kentucky 40202
(502) 589-1000

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT A

AGREEMENT AND PLAN OF MERGER

1. **MERGER.**

1.1 Merger of Different Strokes With and Into the Company. Subject to the terms and conditions of this Agreement, Different Strokes Golf Centers, Inc., a Florida corporation ("Different Strokes") shall be merged with and into DSGC, LLC, a Florida limited liability company ("Company") ("Merger"), effective as of September 30, 2000 ("Effective Time"). The separate existence of Different Strokes as a corporation shall thereupon cease and the Company shall be the surviving entity and the separate existence of the Company as a limited liability company, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the State of Florida.

1.2 Terms and Conditions of Merger; Effect of Merger. At and after the Effective Time:

(a) The Company shall possess all of the respective rights, privileges, powers, franchises and interests of Different Strokes in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Company by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against Different Strokes may be continued as if the Merger did not occur, or the Company may be substituted in the proceeding for Different Strokes in such action or proceeding.

(b) The Company shall be liable for all liabilities of Different Strokes, and all debts, liabilities, obligations and contracts of Different Strokes, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of Different Strokes, shall be those of the Company and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of Different Strokes shall be preserved unimpaired.

(c) Limited liability is retained by the surviving business entity.

1.3 Additional Actions. If, at any time after the Effective Time, the Company shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Company its right, title or interest in, to or under any of the rights, properties or assets of Different Strokes acquired or to be acquired by the Company as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, Different Strokes and the proper officers and directors of Different Strokes shall be deemed to have granted to the Company, its members, managers and authorized agents, an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title

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CLERK OF DISTRICT COURT
JANUARY 11, 2001

to and possession of such rights, properties or assets in the Company and (c) otherwise carry out the purposes of this Agreement. Each member of the Company and any duly authorized agent of the Company, is fully authorized in the name of Different Strokes or otherwise to take any and all such actions.

2. CONVERSION OF INTERESTS. At the Effective Time:

(a) Each common share of Different Strokes ("Common Stock") outstanding immediately prior to the Effective Time shall, *ipso facto* and without any action on the part of the holder thereof, be cancelled without any consideration therefor.

(b) Each membership interest in the Company held immediately prior to the Effective Time by a Member of the Company shall be continued unaffected by the Merger.

3. NAME AND BUSINESS ADDRESS OF MANAGER. The Company is a manager-managed company, and the name and business address of such manager is Daniel H. Jones, Manager, DSGC, LLC, 111 W. Washington Street, Suite 100, Louisville, Kentucky 40202.

4. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

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00 SEP 27 AM 11:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA