

L02000006350

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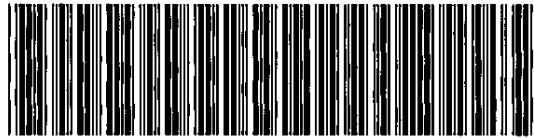
(Business Entity Name)

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PHONE: (850) 216-0457; FAX: (850) 216-0460

DATE: 08-09-07

NAME: HARMONY RESTAURANT FACILITIES, LLC

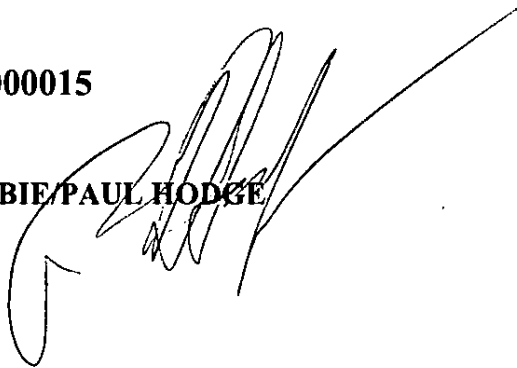
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**CERTIFICATE OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Companies in accordance with Section 608.4382, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for the merging party is as follows:

L02000006335
HARMONY GOLF FACILITIES, LLC, a Florida limited liability company.

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is as follows:

L02000006350
HARMONY RESTAURANT FACILITIES, LLC, a Florida limited liability company
doing business as Harmony Golf Preserve.

THIRD: The attached Plan of Merger was approved by each limited liability company that is a party to the merger in accordance with the applicable provisions of Chapter 608, Florida Statutes.

FOURTH: The effective date of the merger will be the date of filing this Certificate of Merger with the Florida Department of State.

FIFTH: Signatures for each party:

HARMONY GOLF FACILITIES, LLC, a Florida
limited liability company

By: 
James L. Lentz, Manager

HARMONY RESTAURANT FACILITIES, LLC, a Florida
limited liability company

By: 
James L. Lentz, Manager

PLAN OF MERGER

FIRST: The exact name, form/entity type, and jurisdiction for the merging party is as follows:

HARMONY GOLF FACILITIES, LLC, a Florida limited liability company ("Harmony Golf").

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party is as follows:

HARMONY RESTAURANT FACILITIES, LLC, a Florida limited liability company doing business as Harmony Golf Preserve ("Harmony Restaurant," and together with Harmony Golf, the "Merged Entities").

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

A. On the Effective Date (as defined below), Harmony Golf shall be merged into Harmony Restaurant and Harmony Restaurant shall be the surviving company ("Survivor") and as such shall continue to be governed by the laws of the State of Florida.

B. The existence and identity of Survivor, with all its purposes, powers, franchises, privileges, rights and immunities, shall continue unaffected and unimpaired by the merger and the company existence and identity of Harmony Golf with all of its purposes, powers, franchises, privileges, rights and immunities, at the Effective Date shall be merged with and into that of Harmony Restaurant and Survivor shall be vested fully therewith and the separate existence and identity of Harmony Golf shall thereafter cease, except to the extent continued by statute.

C. At the Effective Date, any and all property, real, personal, intellectual and mixed, of any of the Merged Entities, and all debts due, as well as other things and causes of action belonging to any of the Merged Entities, shall be vested in Survivor, and shall thereafter be the property of Survivor as they were of such Merged Entity. All rights of creditors and all liens upon any property of any of the Merged Entities shall be preserved unimpaired, and all debts, liabilities and duties of any of the Merged Entities that have merged shall attach to Survivor and may be enforced against Survivor to the same extent as if the debts, liabilities and duties had been incurred or contracted by Survivor.

D. The merger shall become effective upon the filing of the Certificate of Merger with the Florida Department of State (the "Effective Date").

FOURTH:

A. The manner and basis of converting the interests, obligations or other securities of each merged party into the interests, obligations or other securities of Survivor, in whole or in part, into cash or property is as follows: All outstanding membership interests of Harmony Restaurant immediately prior to the Effective Date shall remain outstanding and unchanged as of the Effective Date. All outstanding membership interests of Harmony Golf shall be deemed cancelled as of the Effective Date.

B. The manner and basis of converting rights to acquire the interests, obligations or other securities of each merged party into rights to acquire the interests, obligations or other securities of Survivor, in whole or in part, into cash or other property is as follows: There are no rights to acquire interests, obligations or other securities of any merged party.