

Page 1 of 1  
 000091277

Florida Department of State  
 Division of Corporations  
 Public Access System

Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

(((H04000250287 3)))

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

**To:**  
 Division of Corporations  
 Fax Number : (850) 205-0380

**From:**  
 Account Name : C T CORPORATION SYSTEM  
 Account Number : FCA000000023  
 Phone : (850) 222-1092  
 Fax Number : (850) 222-9428

RECEIVED

04 DEC 20 PM 4:57

DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

**GOLF HOSTS MERGER, LLC**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$87.50

60.00

SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

2004 DEC 20 AM 11:18

FILED

Electronic Filing Menu

Corporate Filing

Public Access Help

## ARTICLES OF MERGER

The following Articles of Merger are being submitted in accordance with Sections 607.1109 and 608.4382 of the Florida Statutes (2004), as amended from time to time.

### ARTICLE I

The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Golf Hosts, Inc. 591 West Putnam Avenue Greenwich, Connecticut 06830	Florida	corporation
Florida Document/Registration Number: 411541		FEI Number: 591426287
2. Golf Hosts Merger, LLC 591 West Putnam Avenue Greenwich, Connecticut 06830	Florida	limited liability company
Florida Document/Registration Number: L04000091277		FEI Number: 20-2017321

### ARTICLE II

The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. Golf Hosts Merger, LLC 591 West Putnam Avenue Greenwich, Connecticut 06830	Florida	limited liability company
Florida Document/Registration Number: L04000091277		FEI Number: 20-2017321

### ARTICLE III

The attached Agreement and Plan of Merger meets the requirements of sections 607.1108 and 608.4381 of the Florida Statutes (2004), as amended from time to time, and was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with Chapter(s) 607 and 608 of the Florida Statutes (2004), as amended from time to time.

2004 DEC 20 AM 11:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

#### ARTICLE IV

The attached Agreement and Plan of Merger was approved by each business entity that is a party to the merger in accordance with the respective laws of all applicable jurisdictions.

#### ARTICLE V

The merger is permitted under the respective laws and regulations of all applicable jurisdictions and is not prohibited by (i) the articles of incorporation, or bylaws of any corporation that is party to the merger; and (ii) the operating agreement, or articles of organization or formation of any limited liability company that is a party to the merger.

#### ARTICLE VI

The merger shall become effective as of the date that these Articles of Merger are filed with the Florida Department of State.

#### ARTICLE VII

The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

[Remainder of Page Left Intentionally Blank]

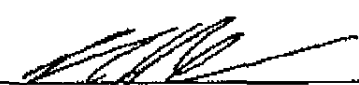
FILED

2004 DEC 20 AM 11:18

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

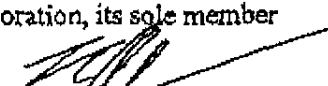
IN WITNESS WHEREOF, the undersigned has executed these Articles of Merger, on this, the 8<sup>th</sup> day of December, 2004.

GOLF HOSTS, INC., a Florida corporation

  
Name: Merrick Kleeman  
Title: President

GOLF HOSTS MERGER, LLC, a Florida limited liability company

By: Golf Hosts Holdings, Inc., a Delaware corporation, its sole member

  
Name: Merrick Kleeman  
Title: President

**[REQUIRED SIGNATURES FOR EACH ENTITY TYPE:**

All Corporations: Signature of Chairman, Vice Chairman, President or any officer.

All General Partnerships: Signatures of two partners.

All Domestic Limited Partnerships: Signatures of all general partners.

All Non-Florida Limited Partnerships: Signature of one general partner.

All Limited Liability Companies: Signature of a member or authorized representative of a member.

All Other Business Entities: In accordance with the laws of their jurisdiction.

Make checks payable to Florida Department of State and mail to:

Mailing address: Street Address:

Division of Corporations Division of Corporations

P.O. Box 6327 409 E. Gaines St.

Tallahassee, FL 32314 Tallahassee, FL 32399

**FILING FEES:**

For each Limited Partnership: \$52.50 (If merger filed pursuant to s. 608.4382, \$25.00)

For each Limited Liability Company: \$25.00

For each Corporation: \$35.00

For each General Partnership: \$25.00

All Others: No Charge]

FILED  
2004 DEC 20 AM 11:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

#### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger"), made and entered into as of December 20, 2004, by and between Golf Hosts, Inc., a Florida corporation (the "Corporation") and Golf Hosts Merger, LLC, a Florida limited liability company (the "LLC"), was adopted and approved by each party to the merger described herein (the "Merger") in accordance with Sections 607.1108 and 608.4381 of the Florida Statutes (2004), as amended from time to time, and is being submitted in accordance with Sections 607.1108 and 608.4382 of the Florida Statutes (2004), as amended from time to time.

WHEREAS, the Corporation is a Florida corporation, formerly known as Golf Hosts International, Inc. with its principal place of business at 591 West Putnam Avenue, Greenwich, Connecticut 06830. The Corporation has issued and has outstanding 10,000 shares of common stock, all of which are owned by Golf Hosts Holdings, Inc., a Delaware corporation ("Holdings").

WHEREAS, the LLC is a Florida limited liability company, with its principal place of business at 591 West Putnam Avenue, Greenwich, Connecticut 06830. The LLC will be managed by its sole member, Holdings, with its principal place of business at 591 West Putnam Avenue, Greenwich, Connecticut 06830. The LLC has issued and has outstanding 10,000 common units all of which are owned by Holdings.

WHEREAS, the Board of Directors of the Corporation by and on behalf of the Corporation, and the Board of Directors of Holdings by and on behalf of the LLC, have unanimously approved the merger of the Corporation with and into the LLC, with the LLC being the surviving company (such transaction, the "Merger").

WHEREAS, in addition, Holdings has also approved the Merger, in its capacity as the sole shareholder of the Corporation and the sole member of the LLC.

NOW THEREFORE, in consideration of the mutual benefits to the respective companies and shareholders the adequacy of said consideration being acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. Merger of the Corporation into the LLC. On the date on which the Articles of Merger evidencing the Merger are filed with the Secretary of State of the State of Florida (such date, the "Merger Date") the Corporation shall be merged with and into the LLC. The LLC shall be the surviving company in the Merger and its separate limited liability company existence with all its purposes, objects, rights and privileges, powers and franchises shall continue unaffected and unimpaired by the Merger.

2. Effect of Merger. Effective as of the Merger Date, (i) the LLC shall succeed to (a) all of the rights, privileges, powers and franchises of a public and private nature of the Corporation, (b) all of the properties and assets of the Corporation and (c) all of the debts, causes of action and other interests due or belonging to the Corporation, and (ii) the LLC shall be

2004 DEC 20 AM 11:11  
SECRETARY OF  
STATE  
FLORIDA  
RECEIVED

FILED

responsible for, all of the debts, liabilities and duties of the Corporation in accordance with applicable law.

3. Additional Action. If at any time after the Merger Date, the LLC shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the LLC its rights, title and interest in, to or under any of the rights, properties or assets of the Corporation acquired or to be acquired by the LLC as a result of or in connection with the Merger or to otherwise carry out this Plan of Merger the officers and directors of Holdings (and its successors and assigns as managing member of the LLC) shall and will be authorized on behalf of the LLC to execute and deliver in the name and on behalf of the Corporation or otherwise all such deeds, bills of sale, assignments and assurances and to take and to do in the name and on behalf of the Corporation or otherwise all such other actions and things as may be necessary and desirable to vest, perfect and confirm any and all right, title and interest in, to and under such rights, properties or assets in the LLC or to otherwise carry out this Plan of Merger.

4. Certificate of Merger. Upon due approval of this Plan of Merger by the shareholders of the Corporation and the members of the LLC, the duly authorized officers of the Corporation and the LLC shall execute those certain Articles of Merger attached hereto as Exhibit A and said Articles of Merger shall be filed with the Secretary of State of the State of Florida, and the Merger shall become effective upon such filing.

5. Articles of Organization of the Surviving Limited Liability Company. The Articles of Organization of the LLC in effect immediately prior to the Merger Date shall continue to be the Articles of Organization of the LLC on and after the Merger Date, until amended as provided therein or by applicable law.

6. Operating Agreement of the Surviving Limited Liability Company. The Operating Agreement of the LLC in effect immediately prior to the Merger Date shall continue to be the Operating Agreement of the LLC on and after the Merger Date, until amended as provided therein or by applicable law.

7. Management of the Surviving Limited Liability Company. Without limiting any of the foregoing, the LLC shall continue to be managed on and after the Merger Date in the same manner as immediately prior to the Merger Date. As set forth in the Operating Agreement of the LLC, the LLC shall be managed by Holdings, its sole member.

8. Common Shares of the Corporation. On the Merger Date, each shareholder of the Corporation shall surrender for cancellation their respective shares of the common stock of the Corporation consisting of 10,000 shares each having a par value of thirty cents (\$.30) per share. Holdings holds all of the outstanding shares of the Corporation and all of the outstanding units of the LLC (which are identical in number and standing to the shares to be surrendered under the prior sentence); accordingly, upon completion of the Merger, Holdings will own the same percentage interest in the LLC as it presently owns in the Corporation.

2004 DEC 20 AM 11:08  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

9. Appraisal Rights. Upon the consummation of the Merger, (i) any shareholder of the Corporation which does not approve of the Merger, shall have a right to the extent permitted by law to obtain payment of the fair value of that shareholder's shares, provided that, (a) such shareholder is entitled to vote on the Merger but does not vote (or cause or permit to be voted) any shares of its class or series in favor of the proposed action and (b) delivers to the Corporation before the vote on the Merger is taken, or within 20 days after receiving notice of the proposed Merger if such action is to be taken without a shareholder meeting, written notice of the shareholder's intent to demand payment if the proposed action is effectuated, and (ii) any member of the LLC which does not approve of the Merger, shall be entitled to the extent permitted by law to seek relief for the fair value of that member's interest, provided that, not later than 20 days after the date on which the notification of the proposed Merger is given to the members, or if such notification is waived in writing by such member, not later than 20 days after the date of such written waiver, the member which does not approve of the Merger shall deliver to the LLC a written demand for payment of the fair value of the interests as to which such member seeks relief that states such member's address, the number and class, if any, of those interests, and, at the election of such member, the amount so claimed as the fair value of such interests.

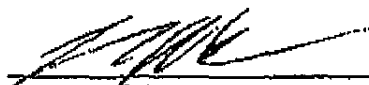
[Remainder of Page Left Intentionally Blank]

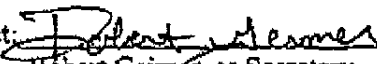
FILED  
2004 DEC 20 AM 11:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger  
this 20<sup>th</sup> day of December, 2004.

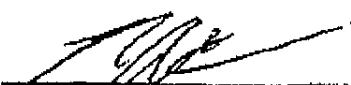
GOLF HOSTS MERGER, LLC, a Florida  
limited liability company


By: Golf Hosts Holdings, Inc.,  
a Delaware corporation,  
its sole member

By:   
Name: Merrick Kleeman  
Title: President

Attest:   
Robert Geimer, as Secretary

GOLF HOSTS, INC., a Florida corporation

By:   
Name: Merrick Kleeman  
Title: President

Attest:   
Robert Geimer, as Secretary


2004 DEC 20 AM 11:18  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED




The undersigned being the sole shareholder of Golf Hosts, Inc. hereby approves the above and foregoing Plan of Merger.

GOLF HOSTS HOLDINGS, INC., a Delaware corporation

By:   
Name: Merrick Kleeman  
Title: President

The undersigned being the sole member of Golf Hosts Merger, LLC hereby approves the above and foregoing Plan of Merger.

GOLF HOSTS HOLDINGS, INC., a Delaware corporation

By:   
Name: Merrick Kleeman  
Title: President

**FILED**  
2004 DEC 20 AM 11:19  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA