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(Requestor's Name)

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(City/State/Zip/Phone #)

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☐ MAIL

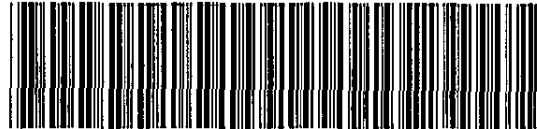
(Business Entity Name)

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GORNTO & GORNTO, P.A.

ATTORNEYS AT LAW

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L. A. 'Gus' Gornto, Jr.
Board Certified Tax Lawyer
Master of Laws in Taxation

Bradford B. Gornto
Master of Laws in Taxation

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(386) 257-1899

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(386) 257-1833

November 8, 2005

VIA FEDERAL EXPRESS #792432284082

Florida Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Merger of Golf Central, Inc. into Golf Central, LLC

Dear Sir or Madam:

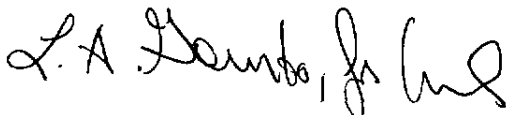
Enclosed are the original and one copy of the proposed Articles of Merger for the above named corporation and limited liability company and an attached Agreement and Plan of Merger.

I would appreciate your filing these documents upon receipt and forwarding one certified copy of the Articles of Merger and the certification page to me by U.S. Mail on the date of filing.

I have enclosed a check in the amount of \$90.00 for all costs, including filing fees.

Thank you for your assistance in this matter.

With kindest regards,



L. A. Gornto, Jr.
LAG/ml
Enclosures

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STATE OF FLORIDA
ARTICLES OF MERGER
FOR A CROSS-ENTITY MERGER

by and between

Golf Central, Inc., a Florida corporation
and
Golf Central, LLC, a Florida limited liability company

The following Articles of Merger are being submitted in accordance with Chapters 608 and 607 of the Florida Statutes (collectively, the "Florida Act").

FIRST: The name, principal address, jurisdiction and entity type, for the merging entity to that certain Plan of Merger, dated as of October 5, 2005 (the "Plan of Merger"), are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Golf Central, Inc. 2209 S. Atlantic Avenue Daytona Beach Shores, FL 32118 FL Registration Number: V25793	Florida	Corporation

SECOND: The exact name, principal address, jurisdiction and entity type of the surviving entity is as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Golf Central, LLC 315 N. Atlantic Avenue Daytona Beach, FL 32118 Florida Registration Number: L05000078062	Florida	Limited Liability Company

2005-9-23:00

THIRD: The Plan of Merger, which is attached hereto as Exhibit A and made a part hereof, meets the requirements of the Florida Act and was approved by each of the domestic limited liability company and domestic corporation that is a party to the merger in accordance with the Florida Act.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entities that are parties to the merger in accordance with the laws of the State of Florida.

FIFTH: The surviving entity, Golf Central, LLC (the "Company"), is formed under the laws of the State of Florida dealing with limited liability companys, and the Company has appointed L. A. Gornto, Jr. as its registered agent pursuant to those certain Articles of Organization filed on August 5, 2005, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

SIXTH: The Company has obtained the consent of the sole shareholder and sole director of the merging entity pursuant to the Florida Act.

SEVENTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of incorporation, bylaws, articles of organization, regulations or limited liability company agreement of any entity that is a party to the merger.

EIGHTH: The merger shall be effective as of the date the Articles of Merger are filed with the Florida Department of State.

NINTH: The Articles of Merger comply with and were executed in accordance with the law of each parties' applicable jurisdiction, the State of Florida.

TENTH: Signatures follow, and comply with the requirements set forth in the Florida Act.

GOLF CENTRAL, INC.

By: George D. Anderson
George D. Anderson, President

GOLF CENTRAL, LLC

By: George D. Anderson
George D. Anderson, Manager

2005 NOV - 17
3:07 PM
TALLAHASSEE, FL
STATE OF FLORIDA
DEPARTMENT OF STATE

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of this 5th day of October, 2005, by and between Golf Central, Inc., a Florida corporation (the "Merger Entity"), and Golf Central, LLC, a Florida limited liability company (the "Surviving Entity") (collectively, the "Constituent Corporations").

W I T N E S S E T H :

WHEREAS, the Merger Entity desires to merge with and into the Surviving Entity, with Golf Central, LLC being the surviving limited liability company (the "Merger") on the terms and subject to the conditions set forth in this Plan of Merger (the "Plan"); and

WHEREAS, as of and effective at the time the Articles of Merger shall be filed with the Secretary of State of the State of Florida, GDA Investments, Ltd., a Florida limited partnership, is the record and beneficial owner of all of the issued and outstanding capital stock, par value \$1.00 per share, of the Merger Entity and the sole Member of the Surviving Entity; and

WHEREAS, the outstanding capital stock of the sole Shareholder of the Merger Entity and the ownership interest percentages of the sole Member of the Surviving Entity are identical; and

WHEREAS, GDA Investments, Ltd., as the sole Member of the Surviving Entity, and George D. Anderson, as the sole Director of the Board of Directors of the Merger Entity, have determined that it is advisable and in the best interests of the Constituent Corporations that the Merger Entity be merged with and into the Surviving Entity, on the terms and conditions set forth herein, in accordance with Sections 607.1107 and 607.1108 of the Florida Business Corporation Act and Section 608.4381 of the Florida Limited Liability Company Act (collectively, "Florida Law").

NOW, THEREFORE, the Constituent Corporations, parties to this Plan, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby agree, as of the Effective Time (as further defined herein), as follows:

1. The Merger. At the Effective Time and in accordance with the provisions of this Plan and the Articles of Merger as required by Florida Law (the "Articles of Merger"), the Merger Entity shall be merged with and into the Surviving Entity and the separate existence of the Merger Entity shall cease. Golf Central, LLC, as the Surviving Entity, shall be the surviving limited liability company in the Merger and shall continue its legal existence under Florida Law under its current name, Golf Central, LLC.

2. Effective Time of the Merger. Simultaneously with or as soon as practicable after the execution of this Plan, the Surviving Entity and the Merger Entity will execute the appropriate Articles of Merger, and shall file or cause to be filed such Articles of Merger with the Secretary of State of the State of Florida; and the Merger shall become effective at such time (the "Effective Time") as shall be stated in the Articles of Merger.

3. Effect of Merger. At the Effective Time, (a) the Surviving Entity shall own and possess all assets and property of every kind and description, real and personal, and every interest therein, wherever located, and all rights, privileges, immunities, power, franchises and authority of a public as well as a private nature, of the Merger Entity, and all obligations owed to, belonging to or due to the Merger Entity, all of which shall be vested in the Surviving Entity pursuant to Florida Law without further act or deed, and (b) the Surviving Entity shall be liable for all claims, liabilities and obligations of the Constituent Corporations, all of which shall become and remain obligations of the Surviving Entity pursuant to Florida Law without further act or deed.

4. Surviving Limited Liability Company. At the Effective Time, the Articles of Organization and Operating Agreement of the Surviving Entity shall be identical to the Articles of Organization and Operating Agreement of the Surviving Entity in effect immediately prior to the Effective Time and in the form attached hereto as Exhibit A-1 and Exhibit A-2. GDA Investments, Ltd., a Florida limited partnership, shall be the sole Member of the Surviving Entity, and George D. Anderson shall be the sole Manager of the Surviving Entity until his successor has been duly elected, appointed or qualified, or until the death, resignation or removal in accordance with the Surviving Entity's Articles of Organization and Operating Agreement.

5. Closing of the Merger Entity's Transfer Books. At the Effective Time, the transfer books of, or other record of ownership interests in, the Merger Entity shall be closed and no transfer of shares of common stock of the Merger Entity which were outstanding immediately prior to the Effective Time shall thereafter be made.

6. Status and Conversion of Membership Interest. At the Effective Time, by virtue of the Merger and without any action on the part of the Member of the Surviving Entity or any holder of any shares of common stock of the Merger Entity, all of the issued and outstanding shares of common stock, par value \$1.00 per share, of the Merger Entity at the Effective Time shall be converted into, exchanged for and become a one hundred percent (100%) membership interest representing an ownership interest of the Surviving Entity (the "Conversion Interest"); such Conversion Interest shall, immediately upon conversion, be canceled and cease to exist from and after the Effective Time.

7. Dissenters' Rights. Any holder of shares of common stock of the Merger Entity who, except as otherwise provided by law, would be entitled to vote on the Merger and who wishes to dissent, is entitled, if the shareholder complies with the provisions of Florida Law regarding the rights of dissenting shareholders, to be paid the fair value of such shareholder's common stock.

8. Further Assurances. From time to time from and after the date hereof, the parties will execute and deliver to one another any and all further agreements, instruments, certificates and other documents as may be requested by the other party in order to more fully consummate the transactions contemplated hereby, and to effect an orderly transition of the ownership and operations of the business of the Merger Entity to the Surviving Entity.

9. Costs and Expenses. The Surviving Entity shall pay all costs and expenses of accomplishing the Merger.

10. Termination. If for any reason consummation of the Merger is inadvisable in the opinion of the members of the Surviving Entity, this Plan may be terminated at any time before the Effective Time by resolution of the members of the Surviving Entity. Upon termination as provided in this Plan, this Plan shall be void and of no further force or effect, and there shall be no liability by reason of this Plan or the termination of this Plan on the part of the Merger Entity or the Surviving Entity, or their directors, officers, managers, members, employees, agents or shareholders.

11. Miscellaneous.

11.1 Entire Agreement. This Plan and the other agreements and instruments referred to herein constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements or understandings as to such subject matter.

11.2 Amendments and Modifications. At any time before the filing with the Secretary of State of the State of Florida of the Articles of Merger to be filed in connection with this Plan, the board of directors of the Merger Entity may amend this Plan. If the Articles of Merger already have been filed with the Secretary of State, amended Articles of Merger, if any, shall be filed with the Secretary of State, but only if such amended Articles of Merger can be filed before the Effective Time.

11.3 Headings. The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

11.4 Governing Law. This Plan shall be construed and interpreted and the rights granted herein governed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within such State.

IN WITNESS WHEREOF, the parties hereto, pursuant to the approval and authority duly given by resolution adopted by their respective boards of directors, shareholders or members have caused this Agreement and Plan of Merger to be executed by its duly authorized officers as of the date first written above.

GOLF CENTRAL, INC.

By: George D. Anderson
George D. Anderson, President

GOLF CENTRAL, LLC

By: George D. Anderson
George D. Anderson, Manager

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Organization of GOLF CENTRAL, LLC, a limited liability company organized under the laws of the state of Florida, filed on August 5, 2005 effective August 4, 2005, as shown by the records of this office.

The document number of this limited liability company is L05000078062.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Ninth day of August, 2005



CR2EO22 (2-03)

Glenda E. Hood

Glenda E. Hood
Secretary of State

Exhibit "B"

ARTICLES OF ORGANIZATION
of
GOLF CENTRAL, LLC
A Florida Limited Liability Company

ARTICLE 1
NAME

The name of this limited liability company is Golf Central, LLC.

ARTICLE 2
PERIOD OF DURATION

The period of duration of this limited liability company is perpetual. The date with which the existence of this limited liability company begins shall be August 4, 2005.

ARTICLE 3
PURPOSE

The purpose for which this limited liability company is organized is to engage in any or all lawful acts or activities in which limited liability companies may engage under the Florida Limited Liability Company Act or under the laws of any other jurisdictions in which the company may conduct business. This limited liability company shall be authorized to conduct and transact any business and engage in any activity that is either lawfully authorized or not prohibited by law and, by way of illustration and not limitation, to invest the funds of this limited liability company in real estate, mortgages, stocks, bonds or any other type of investments, and to own real and personal property necessary or appropriate for the conduct or transaction of any such business or activity; to do anything necessary and proper for the accomplishment or furtherance of any of the purposes of this limited liability company enumerated in these articles of organization or any amendment thereof, and to do any act necessary or incidental to the protection and benefit of this limited liability company; and in general, either alone or in association with other limited liability companies, corporations, partnerships, individuals, or other entities, to carry on any lawful pursuit necessary or incidental to the accomplishment or furtherance of the purposes of this limited liability company.

ARTICLE 4
PRINCIPAL OFFICE

The mailing address and street address of the principal office this limited liability company are as follows:

315 N. Atlantic Avenue
Daytona Beach, FL 32118

FILED
05 AUG -5 AM 10:15
STATE
OFFICE OF THE CLERK
TALLAHASSEE, FLORIDA

ARTICLE 5
REGISTERED AGENT; REGISTERED OFFICE

The name and street address of the initial registered agent of this limited liability company in the State of Florida are as follows:

Name: L. A. Gornito, Jr., Esq.
Street Address: 149 S. Ridgewood Avenue, Suite 550
Daytona Beach, FL 32114

ARTICLE 6
MANAGEMENT

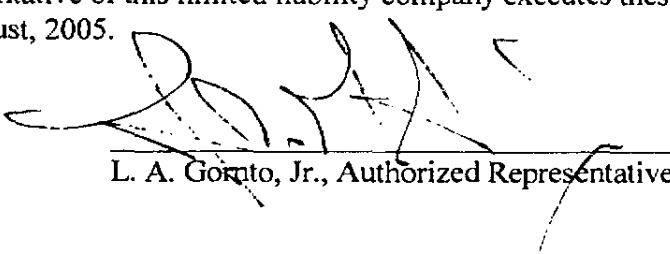
The limited liability company is to be managed by its Manager and is therefore a manager managed company. The name and address of the initial manager are as follows:

Name: George D. Anderson
Address: 315 N. Atlantic Avenue
Daytona Beach, FL 32118

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STATE
FILED

EXECUTION

The undersigned authorized representative of this limited liability company executes these articles of organization this 4th day of August, 2005.



L. A. Gornito, Jr., Authorized Representative

STATEMENT OF ACCEPTANCE OF
APPOINTMENT AS REGISTERED AGENT

Having been appointed as registered agent for the above named limited liability company at the street address stated in the foregoing articles of organization, I hereby accept such appointment. I further state that I am familiar with and accept the obligations of that position.

Dated August 4, 2005.



L. A. Gornito, Jr.