

LA 9700000898

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March 20, 2001

Complete form - name identical

00789-00524-00671

MJH

Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

LA 97-898
10/22

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-03/21/01--01048--002
*****60.00 *****60.00

Re: Merger of
The LA International Golf Club, a California corporation and
Transpacific Holdings, L.C., a Florida Limited Liability Company

Dear Sir/Ma'am:

Please find enclosed one original and one copy of an Agreement and Plan of
Reorganization between LA International Golf Club and Transpacific Holdings, L.C.,
filed with the State of California, Secretary of State.

Please file the original, conform the copy and return it to us in the envelop provided. A
check in the amount of \$60.00 is enclosed to cover the Corporation filing fee (\$35.00)
and the Limited Liability Company filing fee (\$25.00).

Please do not hesitate to contact us should you have any questions or comments.
Thank you for your assistance in this matter.

Very truly yours,

JOHNSON & ASSOCIATES

Erin Heald

Erin Heald
Paralegal

Enclosures

FILED
01 JUN 22 PM 4:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRANSPACIFIC HOLDINGS COMPANY, L.C., L97000000898, a Florida Limited
Liability Company
,

INTO

THE LA INTERNATIONAL GOLF CLUB, entity not qualified in Florida.

File date:

Corporate Specialist: Michelle Hodges



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

March 27, 2001

ERIN HEALD
JOHNSON & ASSOCIATES
350 SO. FIGUEROA STREET, SUITE 190
LOS ANGELES, CA 90071

SUBJECT: TRANSPACIFIC HOLDINGS COMPANY, L.C.
Ref. Number: L97000000898

We have received your document for TRANSPACIFIC HOLDINGS COMPANY, L.C. and your check(s) totaling \$60.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

You must complete the attached Articles of Merger to file in Florida. A copy of the documents you filed in California is not acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6967.

Michelle Hodges
Document Specialist

Letter Number: 601A00018347

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

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

Name and Street Address

Jurisdiction

Entity Type

1. Transpacific Holdings Company, L.C.

Florida

Limited Liability Company

615 A1A North, Suite 101

Ponte Vedra Beach, Florida 32082

Florida Document/Registration Number: L97000000898

FEI Number:

2. The LA International Golf Club

California

Corporation

19191 So. Vermont Avenue, Suite 540

Torrance, CA 90502

Florida Document/Registration Number:

FEI Number: 95-4149842

3.

Florida Document/Registration Number:

FEI Number:

4.

Florida Document/Registration Number:

FEI Number:

(Attach additional sheet(s) if necessary)

FILED
01 JUN 22 PM 4: 57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECOND: 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>
The LA International Golf Club	California	Corporation
19191 So. Vermont Avenue, Suite 540		
Torrance, CA 90502		

Florida Document/Registration Number: _____ FEI Number: 95-4149842

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

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

The date the Articles of Merger are filed with Florida Department of State

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

Name of Entity _____ Signature(s) _____ Typed or Printed Name of Individual _____

Signature(s)

Typed or Printed Name of Individual

Minoru Isutani, President

Satoru Suzuki, Vice President

Transpacific Holdings Company, L.C.

David Hueber, Member/Manager

(Attach additional sheet(s) if necessary)

PLAN OF MERGER

The following plan of merger, which was adopted and approved by each party to the merger in accordance with section(s) 607.1107, 617.1103, 608.4381, and/or 620.202, is being submitted in accordance with section(s) 607.1108, 608.438, and/or 620.201, Florida Statutes.

FIRST: The exact name and jurisdiction of each **merging** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
Transpacific Holdings Company, L.C.	Florida
The L.A. International Golf Club	California

SECOND: The exact name and jurisdiction of the **surviving** party are as follows:

<u>Name</u>	<u>Jurisdiction</u>
The L.A. International Golf Club	California

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

Please see attached sheet.

(Attach additional sheet(s) if necessary)

Attachment to Plan of Merger

THIRD:

1. **REORGANIZATION AND EFFECTIVE TIME.** At the Effective Time (as defined below), TransPacific shall be merged with and into LAI (the "Reorganization"), and LAI shall be the surviving corporation of the Reorganization (the "Surviving Corporation"). The Reorganization shall become effective upon the close of business on the date when a duly executed copy of this Reorganization Agreement, along with all required officers' certificates, is filed with the Secretary of State of the State of California (the "Effective Time"). The parties shall also file a copy of this Reorganization Agreement with the Secretary of State of Florida, as appropriate.

2. **EFFECT OF REORGANIZATION.** At the Effective Time, the separate corporate existence of TransPacific shall cease; the corporate identity, existence, powers, rights and immunities of LAI as the Surviving Corporation shall continue unimpaired by the Reorganization; and LAI shall succeed to and shall possess all the assets, properties, rights, privileges, powers, franchises, immunities and purposes, and be subject to all the debts, liabilities, obligations, restrictions and duties of TransPacific, all without further act or deed.

3. **GOVERNING DOCUMENTS.** At the Effective Time, the Articles of Incorporation of LAI in effect immediately prior to the Effective Time shall become the Articles of Incorporation of the Surviving Corporation, and the Bylaws of LAI in effect immediately prior to the Effective Time, without amendment thereto, shall become the Bylaws of the Surviving Corporation.

4. **DIRECTORS AND OFFICERS.** At the Effective Time, the directors and officers of LAI shall be and become the directors and officers of the Surviving Corporation and after the Effective Time shall serve in accordance with the Articles of Incorporation and Bylaws of the Surviving Corporation.

5. **CONVERSION OF MEMBERSHIP INTEREST IN TRANSPACIFIC.** Subject to the terms and conditions of this Agreement, at the Effective Time and without any further action on the part of any shareholder of LAI or member of TransPacific, all shares of TransPacific Membership outstanding immediately prior thereto shall be automatically changed and converted into one fully paid and nonassessable, issued and outstanding share of LAI Common Stock.

6. **STOCK CERTIFICATES.** At and after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of TransPacific membership interest shall be deemed for all purposes to evidence ownership of and to represent the number of shares of LAI into which such shares of TransPacific membership interest are converted as provided herein. The registered owner on the books and records of TransPacific of any such outstanding membership certificate for TransPacific membership interest shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to LAI or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of LAI Common Stock or Stock evidenced by such outstanding certificate as above provided.

8. **CONVERSION OF OPTIONS OF TRANSPACIFIC.** TransPacific confirms that there exist no options to purchase shares of TransPacific membership interest.

9. **FRACTIONAL SHARES.** No fractional shares of LAI Common Stock will be issued in connection with the Reorganization.

10. **EMPLOYEE BENEFIT PLANS.** At the Effective Time, the obligations of TransPacific under or with respect to every plan, trust, program and benefit then in effect or administered by TransPacific for the benefit of the directors, officers and employees of TransPacific shall become the

lawful obligations of LAI and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated. Effective at the Effective Time, LAI hereby expressly adopts and assumes all obligations of TransPacific under such employee benefit plans.

11. FURTHER ASSURANCES. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of TransPacific such deeds, assignments and other instruments, and there shall be taken or caused to be taken by it all such further action as shall be appropriate, advisable or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of TransPacific, and otherwise to carry out the purposes of this Reorganization Agreement. The officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of TransPacific, or otherwise, to take any and all such actions and to execute and deliver any and all such deeds and other instruments as may be necessary or appropriate to accomplish the foregoing.

12. CONDITION. The consummation of the Reorganization is subject to the approval of this Reorganization Agreement and the Reorganization contemplated hereby by the members of TransPacific and by the stockholders of LAI, prior to or at the Effective Time.

13. ABANDONMENT. At any time before the Effective Time, this Reorganization Agreement may be terminated and the Reorganization abandoned by the Board of Directors/Members of TransPacific or the Board of Directors of LAI, notwithstanding approval of this Reorganization Agreement by the Boards of Directors and shareholders of TransPacific and LAI.

14. AMENDMENT. At any time before the Effective Time, this Reorganization Agreement may be amended, modified or supplemented by the Boards of Directors of the Constituent Corporations, notwithstanding approval of this Reorganization Agreement by the shareholders/members of LAI and TransPacific; provided, however, that any amendment made subsequent to the adoption of this Agreement by the members of TransPacific or the stockholders of LAI shall not: (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or upon conversion of any shares of any class or series of TransPacific; (ii) alter or change any of the terms of the Certificate of Incorporation of the Surviving Corporation to be effected by the Reorganization; or (iii) alter or change any of the terms or conditions of this Reorganization Agreement if such alteration or change would adversely affect the holders of any shares of any class or series of TransPacific or LAI.

15. TAX-FREE REORGANIZATION. The Reorganization is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(F) of the Code.

16. DISSENTERS' RIGHTS. The parties confirm that there exist no dissenting shareholders/members to this transaction. Nevertheless, should any shareholder or member dissent and do so in compliance with all the requirements for perfecting the rights of dissenting shareholders as set forth in applicable corporation law, then such dissenting shareholder(s) shall be entitled to their rights under such law.

17. GOVERNING LAW. This Agreement shall be governed by and construed under the internal laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California, without reference to the principles of conflicts of law or choice of laws.

18. COUNTERPARTS. In order to facilitate the filing and recording of this Reorganization Agreement, it may be executed in any number of counterparts; each of which shall be deemed to be an original.

FOURTH:

- A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or other securities of the survivor, in whole or in part, into cash or other property are as follows:

TransPacific's current membership interest consists of The L.A. International Golf Club, a California corporation: 100% interest; and David B. Hueber, trustee of the Living Trust of David B. Hueber, under Agreement dated July 24, 1998: 0% interest.

David Hueber, trustee of the Living Trust of David B. Hueber, had been owner of 10% of membership interest in TransPacific. By a transaction of even date herewith, he transferred said 10% interest in TransPacific in exchange for a 10% in Saber Tooth Golf Company, a Florida corporation and a 10% interest in Foothills Golf Development Group, LLC, a California limited liability company.

- B. The manner and basis of converting rights to acquire interests, shares, obligations or other securities of each merged party into rights to acquire interests, shares, obligations or other securities of the surviving entity, in whole or in part, into cash or other property are as follows:

At or after the Effective Time, all of the outstanding certificates that, prior to that date, represented shares of TransPacific membership interest shall be deemed for all purposes to evidence ownership of and to represent the number of shares of LAI into which such shares of TransPacific membership interest are converted as provided herein. The registered owner on the books and records of TransPacific of any such outstanding membership certificate for TransPacific membership interest shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to LAI or its transfer agent, be entitled to exercise any voting and other rights with respect to, and to receive any dividend and other distributions upon, the shares of LAI Common Stock or Stock evidenced by such outstanding certificate as above within.

(Attach additional sheet(s) if necessary)

FIFTH: If a partnership or limited partnership is the surviving entity, the name(s) and address(es) of the general partner(s) are as follows:

Name(s) and Address(es) of General Partner(s)

If General Partner is a Non-Individual,

Florida Document/Registration Number

SIXTH: If a limited liability company is the surviving entity and it is to be managed by one or more managers, the name(s) and address(es) of the manager(s) are as follows:

SEVENTH: All statements that are required by the laws of the jurisdiction(s) under which each Non-Florida business entity that is a party to the merger is formed, organized, or incorporated are as follows:

EIGHTH: Other provisions, if any, relating to the merger:

(Attach additional sheet(s) if necessary)