

299000005377
BRASHEAR & ASSOCIATES, P.L.
C o u n s e l o r s A t L a w

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BRUCE BRASHEAR
THOMPkins W. WHITE
AMY SINELLI

November 17, 1999

Secretary of State
Division of Corporations
Amendment Section
P. O. Box 6327
Tallahassee, FL 32314

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-11/19/99--01071-016
*****70.00 *****70.00

RE: Merger of Gator Greats Entertainment, Inc.
with Gator Greats Entertainment, L.C.

Dear Sir or Madam:

W99-27189

Enclosed please find the original and one (1) copy of the Articles of Merger for the above-referenced Florida corporation.

Also enclosed, please find our check in the amount of \$70.00 representing the following:

Filing Fee (\$35.00 per corporation)	\$ 70.00
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Please advise should you require further information.

Sincerely,

BRASHEAR & ASSOCIATES, PL

Kim Holloway
Kim Holloway, Legal Assistant

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DIVISION OF CORPORATIONS

Enclosures



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

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DIVISION OF CORPORATIONS
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November 30, 1999

BRASHEAR & ASSOCIATES, PL
ATTN: KIM HOLLOWAY
926 N.W. 13TH STREET
GAINESVILLE, FL 32601

SUBJECT: GATOR GREATS ENTERTAINMENT, L.C.
Ref. Number: W99000027189

We have received your document for GATOR GREATS ENTERTAINMENT, L.C. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must meet the requirements of section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

The effective date cannot be prior to or more than 90 days after the date of filing in this office.

The plan of merger must either provide the name(s) and address(es) of the manager(s) of the limited liability company or state the limited liability company is not managed by one or more managers.

The plan of merger must contain the terms and conditions of the merger.

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) 487-6094.

Agnes Lunt
Document Specialist

Letter Number: 099A00056499

**Articles of Merger of Gator Greats Entertainment, Inc.
into Gator Greats Entertainment , L.C.**

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Pursuant to the provisions of Section 607.1108 of the Florida Corporations Act, the undersigned corporation and other business entity adopt the following articles of merger for the purpose of merging them into one of such corporations:

First: The following plan of merger was approved by the shareholders of each of the undersigned business entities in the manner prescribed by the Florida Corporation Act on the Florida Limited Liability Company Act.

ARTICLE 1. PLAN OF MERGER

The Terms and Conditions of the merger are as follows:
Plan Adopted

1.01. A plan of merger of Gator Greats Entertainment, Inc. and Gator Greats Entertainment, L.C. pursuant to §607.1101 FLA. STAT. and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) Gator Greats Entertainment, Inc. shall be merged with and into Gator Greats Entertainment, L.C. to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Entity shall be Gator Greats Entertainment, L.C.

(c) When this Agreement shall become effective, the separate corporate existence of Gator Greats Entertainment, Inc. shall cease, and the Surviving Entity shall succeed, without other transfer, to all the rights and property of Gator Greats Entertainment, Inc., and shall be subject to all the debts and liabilities of the Gator Greats Entertainment, Inc. in the same manner as if the Surviving Entity had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Entity will carry on business with the assets of Gator Greats Entertainment, Inc.

(e) The shareholders of Gator Greats Entertainment, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of Gator Greats Entertainment, Inc. surrendered by its shareholders, the Surviving Entity will issue and transfer to these shareholders, on the basis set forth in Article 4 below, membership interests.

(g) The Articles of Organization of Gator Greats Entertainment, L.C. as existing on the effective date of the merger, shall continue in full force as the Articles of Organization of the Surviving Entity until altered, amended, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02. The effective date of the merger (Effective Date) shall be December 9, 1999.

ARTICLE 2. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Submission to Shareholders

2.01. This Agreement has been submitted to the shareholders of Gator Greats Entertainment, Inc. and the Members of Gator Greats Entertainment, L.C. for approval in the manner provided by the laws of the State of Florida and has been unanimously approved by the shareholders and members of each entity.

ARTICLE 3. MANNER OF CONVERTING SHARES

Manner

3.01. The holders of shares of Gator Greats Entertainment, Inc. shall surrender their shares to Carlos Lescano, the manager of the Surviving Entity, promptly after the Effective Date, in exchange for membership interest of the Surviving Entity to which they are entitled under this Article 4.

Basis

3.02. The shareholders of Gator Greats Entertainment, Inc. shall be entitled to receive membership interest of the Surviving Entity, to be distributed on the basis of one (1) membership interest for each share of common stock of Gator Greats Entertainment, Inc.

Shares of Survivor

3.03. No shares of common stock in Gator Greats Entertainment, Inc. shall remain outstanding.

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ARTICLE 4. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

4.01. (a) The present Board of Managers of Gator Greats Entertainment, Inc. shall continue to serve as the Board of Managers of the Surviving Entity until the next annual meeting or until their successors have been elected and qualified. The manager of the limited liability company will be Carlos Lescano at 1005 NW 101st Drive Gainesville, FL 32606.

(b) If a vacancy shall exist on the Board of Managers of the Surviving Entity on the Effective Date of the merger, the vacancy may be filled by the members as provided in the Operating Agreement of the Surviving Entity.

ARTICLE 5. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

5.01. All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Gator Greats Entertainment, Inc. or Gator Greats Entertainment, L.C., or the stockholders or members pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders or members shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders or members shall act as a waiver of any representation or warranty made under this Agreement.

ARTICLE 6. INTERPRETATION AND ENFORCEMENT

Further Assurances

6.01. Gator Greats Entertainment, Inc. and its stockholders agree that from time to time, as and when requested by the Surviving Entity or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and other instruments. Gator Greats Entertainment, Inc. and its stockholders further agree to take or cause to be taken any further or other actions as the Surviving Entity may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Entity title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

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6.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of Gator Greats Entertainment, Inc. or Gator Greats Entertainment, L.C., to: Carlos Lescano, 1005 NW 101st Drive, Gainesville, FL 32601, or to such other person or address as Gator Greats Entertainment, Inc. or Gator Greats Entertainment, L.C. may from time to time request in writing.

Entire Agreement; Counterparts

6.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

6.04. The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

Second: As to each of the undersigned business entities, the number of shares outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

Third: As to each of the undersigned corporations, the total number of shares voted for and against such plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such plan, respectively, are as follows:

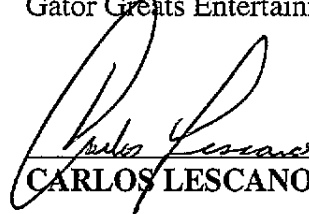
Date: 12 -9 -99

Gator Greats Entertainment, Inc.


CARLOS LESCANO

Date: 12 -9 -99

Gator Greats Entertainment, L.C.


CARLOS LESCANO