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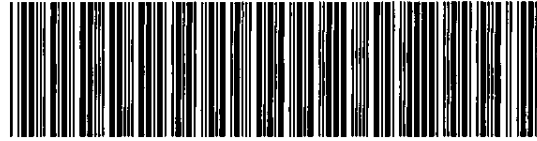
(Business Entity Name)

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06 JAN 25 PM 5:00
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TALLAHASSEE, FLORIDA

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December 21, 2006

Ms. Susan Payne
Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

Re: Horne Tipps Paradise Golf, Inc.

Dear Ms. Payne:

Pursuant to our telephone conversation today, enclosed is a check in the amount of \$87.50 and a copy of the 1/25/06 file stamped Articles and Plan of Merger of Horne Tipps Paradise Golf, Inc. With and Into Horne Tipps Trophy Suites, Inc.

Thank you for your assistance in this matter.

Sincerely,

HORNE TIPPS TROPHY SUITES, INC.


David C. Crowell

**ARTICLES AND PLAN OF MERGER
OF HORNE TIPPS PARADISE GOLF, INC.
WITH AND INTO
HORNE TIPPS TROPHY SUITES, INC.**

FILED
06 JAN 25 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

HORNE TIPPS TROPHY SUITES, INC., a Florida corporation ("Company A"), and HORNE TIPPS PARADISE GOLF, INC., a Florida corporation ("Company B"), enter into and hereby approve, adopt and submit the following Articles and Plan of Merger for the purpose of merging Company B with and into Company A.

ARTICLE I

Company A and Company B hereby agree that, effective as of 12:00 midnight on the date of the filing of these Articles and Plan of Merger by the Secretary of State of the State of Florida, Company B shall be merged with and into Company A in accordance with Sections 607.1105 and 607.1106 of the Florida Business Corporation Act.

ARTICLE II

Company A shall be the surviving corporation of this merger and, after the merger, shall utilize the name of Company A, namely "Horne Tipps Trophy Suites, Inc." (the "Surviving Corporation").

ARTICLE III

The Plan of Merger as contained in these Articles and Plan of Merger was duly adopted and approved by the shareholders of Company A and Company B, respectively, as follows:

- (a) by written consent of shareholders and directors of Company A dated as of September 9, 2005.
- (b) by written consent of shareholders and directors of Company B dated as of September 9, 2005.

ARTICLE IV

PLAN OF MERGER

THIS PLAN OF MERGER is made this 9th day of September, 2005, between HORNE TIPPS TROPHY SUITES, INC., INC. a Florida corporation ("Company A"), and HORNE TIPPS PARADISE GOLF, INC., a Florida corporation ("Company B").

In consideration of the mutual premises contained herein and in the Agreement of Merger, Company A and Company B hereby adopt this Plan of Merger pursuant to Sections 607.1105 and 607.1106 of the Florida Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, and agree as follows:

ARTICLE I

THE MERGER

Section 1.1 Effectiveness of Merger. Immediately upon execution of this Plan of Merger, Company A and Company B shall effect the merger of Company B into Company A (the "Merger") by executing those certain Articles and Plan of Merger of which this Plan of Merger shall be a part (the "Articles of Merger"), in accordance with the provisions of the Florida Business Corporation Act and transmitting the Articles of Merger to the Department of State of the State of Florida for filing. The Merger shall become effective at 12:00 midnight on the day the Articles of Merger are filed by and effective with the Department of State of the State of Florida (the "Effective Date" or the "Effective Time", as appropriate). At the Effective Time, Company B shall be merged with and into Company A, which shall be the Surviving Corporation, and the separate corporate existence of Company B shall cease (Company A and Company B are sometimes collectively referred to herein as the "Constituent Corporations", and Company A is sometimes referred to herein as the "Surviving Corporation").

Section 1.2 Effect of the Merger.

(a) From and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Constituent Corporations; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deeds; and the title to any real estate, or any interest therein, vested in any of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger; and the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against any of the Constituent Corporations may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place; and neither the rights of creditors nor any liens upon the property of the Constituent Corporations shall be impaired by the Merger.

(b) From and after the Effective Time and until further amended in accordance with the Florida Business Corporation Act, the Bylaws and Articles of Incorporation of Company A as in effect immediately prior to the Effective Time, shall be the Bylaws and Articles of Incorporation, respectively, of the Surviving Corporation.

(c) From and after the Effective Time and until their respective successors are duly appointed or elected and qualified, or until their earlier resignation or death, the officers and directors of Company A, immediately prior to the Effective Time, shall be the officers and directors of the Surviving Corporation.

Section 1.3 Effect of Merger Upon Shares of Company A. At the Effective Time, each share of the common stock of Company A (the "Company A Common Stock") then issued and outstanding, shall, by virtue of the Merger and without any action on the part of any other person, be converted into an equal number of shares of the common stock of the Surviving Corporation, with the outstanding share certificates

representing the same number of shares of the Surviving Corporation without issuance of new certificates.

Section 1.4 Effect of Merger Upon Shares of Company B. At the Effective Time, each share of the common stock of Company B, of any class (the "Company B Common Stock") then issued and outstanding, shall, by virtue of the Merger and without any action on the part of any other person, be converted into a number of shares of the common stock of the Surviving Corporation equal to one share for cancelled, null and void, the sole shareholder of each corporation being the same..

Section 1.6 Termination of Transfer. On and after the Effective Date, transfer of shares of Company B Common Stock and Company B Certificates shall not be made on the stock transfer books of the Surviving Corporation.

Section 1.7 Appraisal Rights. If any holder of shares of Company B Common Stock issued and outstanding immediately prior to the Effective Time shall, in accordance with the applicable provisions of the Florida Business Corporation Act, become entitled to receive payment for the fair value of such shares, such payment shall be made by the Surviving Corporation.

ARTICLE II

AMENDMENT AND TERMINATION

Section 2.1 Amendment. This Plan of Merger may be amended only by an instrument in writing signed by both parties thereto.

Section 2.2 Termination. At any time prior to the Effective Time, whether before or after approval of the Agreement of Merger and this Plan of Merger by the shareholders of Company A and Company B this Plan of Merger may be terminated and the Merger abandoned in accordance with the provisions of the Agreement of Merger.

ARTICLE III

MISCELLANEOUS

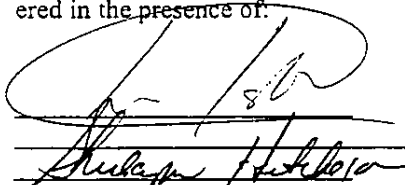
Section 3.1 Counterparts. This Plan of Merger may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.2 Continued Cooperation. Company B and its officers and shareholders from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, shall execute and deliver or cause to be executed and delivered all deeds and other instruments. Company B and its officers and shareholders further shall take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation 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.

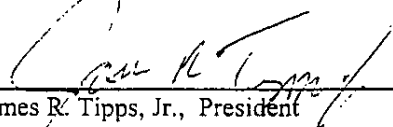
Section 3.3 Governing Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned officers of Company A and Company B, respectively, have executed these Articles and Plan of Merger pursuant to all authority duly vested in them by the Board of Directors and shareholders, respectively, of such corporations.

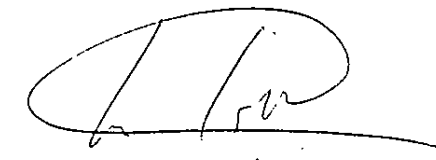
Signed, sealed and delivered in the presence of:


As to Company A

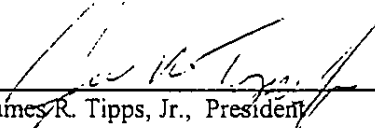
HORNE TIPPS TROPHY SUITES, INC., INC.
a Florida corporation

By: 
James R. Tipps, Jr., President

(Corporate Seal)


As to Company B

HORNE TIPPS PARADISE GOLF, INC., a
Florida corporation

By: 
James R. Tipps, Jr., President

(Corporate Seal)