

APR 1 2008

4:04 PM

BUSH ROSS P.A.

NO. 4628

Page 1 of 1

FD6000064507

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.

((H08000082929 3)))



H08000082929ABC5

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) 617-6380

From:

BARBARA ROWE
Account Name : BUSH ROSS, P.A.
Account Number : I19990000150
Phone : (813) 224-9255
Fax Number : (813) 223-9620

10541.0

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2008 APR - 1 AM 9:42

FILED

MERGER OR SHARE EXCHANGE

TOURNEASE, INC.

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

RECEIVED

2008 APR - 1 AM 8:00

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu

Corporate Filing Menu

Help

(((H08000082929 3)))

**ARTICLES OF MERGER
OF
TOURNEASE, INC. (a Delaware corporation)
INTO
TOURNEASE, INC. (a Florida corporation)**

FILED
2008 APR -1 AM 9:42
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TOURNEASE, INC., a Delaware corporation ("TournEase Delaware") and TOURNEASE, INC., a Florida corporation (Florida Division of Corporations Document Number P06000064507, "TournEase Florida"), acting in compliance with the provisions of §§ 607.1101 and 607.1105, *Florida Statutes*, hereby certify as follows:

1. An Agreement of Merger and Plan of Reorganization (the "Plan of Merger") was approved by the board of directors and shareholders of TournEase Delaware and TournEase Florida on April 1, 2008. Pursuant to the Plan of Merger, TournEase Delaware is to be merged with and into TournEase Florida with TournEase Florida as the surviving or resulting entity. The terms of the merger are set forth in the copy of the Plan of Merger attached hereto as **Exhibit A** and made a part hereof.

2. The Articles of Incorporation of the Corporation are hereby amended, as set forth in the Plan of Merger, by deleting the present form of Article IV in its entirety and by substituting, in lieu thereof, the following:

Article IV

"The total number of shares of stock that the Corporation shall have authority to issue is twenty-five million (25,000,000) shares of common stock, with a par value of \$.001 per share. The Corporation shall have two classes of common stock: (a) voting common stock, which shall hereafter be designated as Class A voting common stock, and (b) non-voting common stock, which shall hereafter be designated as Class B non-voting common stock. Of the twenty-five million (25,000,000) shares of common stock authorized, twenty million (20,000,000) shares shall be Class A voting common stock and five million (5,000,000) shares shall be Class B non-voting common stock."

3. The Plan of Merger and the performance of its terms were duly authorized and approved by all action required by the laws under which TournEase Delaware is incorporated and organized.

4. The merger shall be effective as of the date of filing these Articles of Merger with the Florida Secretary of State.

[Signature Page Follows]

(((H08000082929 3)))

APR. 1. 2008 4:02PM


BUSH ROSS P A

NO. 4628 P. 3

(((H08000082929 3)))

IN WITNESS WHEREOF, the surviving corporation, TournEase Florida, has caused these articles to be signed by an authorized officer, the 1st day of April, 2008.

TOURNEASE, INC.


By: Mike Calhoon, Vice President

[Signature Page - Articles of Merger]

(((H08000082929 3)))

(((H08000082929 3)))

EXHIBIT AAGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This AGREEMENT OF MERGER AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of April 1, 2008 between TOURNEASE, INC., a Delaware corporation with a mailing address of 6810 New Tampa Highway, Suite 200, Lakeland, Florida 33815 ("TournEase Delaware"), and TOURNEASE, INC., a Florida corporation with a mailing address of 6810 New Tampa Highway, Suite 200, Lakeland, Florida 33815 ("TournEase Florida"). TournEase Delaware and TournEase Florida are from time to time herein referred to as the "Constituent Corporations."

RECITALS

WHEREAS, TournEase Delaware is a corporation duly organized and existing under the laws of the State of Delaware and, on the date hereof, has authority to issue 25,000,000 shares of common stock, \$0.01 par value per share ("TournEase Delaware Common Stock"), of which 6,375,000 shares are issued and outstanding as of the date hereof.

WHEREAS, TournEase Florida is a corporation duly organized and existing under the laws of the State of Florida and, on the date hereof, has authority to issue 100,000 shares of common stock ("TournEase Florida Common Stock").

WHEREAS, TournEase Florida will amend its Articles of Incorporation with the Florida Secretary of State to increase the authorized shares of TournEase Florida to 25,000,000.

WHEREAS, the Boards of Directors of the Constituent Corporations deem it advisable and to the advantage of the Constituent Corporations and their respective shareholders that TournEase Delaware be merged with and into TournEase Florida for the purpose of changing the jurisdiction of incorporation of TournEase Delaware from the State of Delaware to the State of Florida.

WHEREAS, each of the Constituent Corporations has, subject to approval by its shareholders, adopted the Plan of Merger embodied in this Agreement.

NOW, THEREFORE, in consideration of the terms hereof, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE IThe Merger

1.01 The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), TournEase Delaware shall be merged with and into TournEase Florida in accordance with the applicable laws of the States of Delaware and Florida (the "Merger"). The separate existence of TournEase Delaware shall cease, and TournEase

(((H08000082929 3)))

((H08000082929 3)))

Florida shall be the surviving corporation (the "Surviving Corporation") and shall be governed by the laws of the State of Florida.

1.02 Effective Date. The Merger shall become effective on the date and at the time of filing of the Certificate of Merger with the Secretary of State of Delaware and the Articles of Merger with the Secretary of State of Florida, whichever later occurs (the "Effective Date"), all after satisfaction of the requirements of the applicable laws of such states prerequisite to such filings, including, without limitation, the approval of the shareholders of the Constituent Corporations.

1.03 Articles of Incorporation. Upon filing the Articles of Merger with the Secretary of State of Florida, the Articles of Incorporation of TournEase Florida shall be amended to increase the number of authorized shares of TournEase Florida common stock to 25,000,000 shares of common stock, par value \$.001. Of such shares, 20,000,000 shares shall be designated as Class A voting common stock, and the remaining 5,000,000 shares shall be designated as Class B non-voting common stock.

1.04 Bylaws. On the Effective Date, any Bylaws of TournEase Florida which may exist, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.05 Directors and Officers.

1.05.1 The directors of TournEase Florida shall be:

Gregory A. Madden
Stephen S. Madden
Robert L. Madden

1.05.2 The officers of TournEase Florida shall be:

Gregory A. Madden	Chairman of the Board of Directors, Chief Executive Officer
Robert L. Madden	Executive Vice President, Secretary and Treasurer
Mike Calhoon	Vice President

1.05.3 The directors and officers listed in this section 1.05 shall serve until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

((H08000082929 3)))

((H08000082929 3)))

1.06 Tax Consequences. It is intended by the Constituent Corporations that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code.

ARTICLE II

Conversion of Shares

2.01 TournEase Delaware Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each share of TournEase Delaware Common Stock outstanding immediately prior thereto shall be changed and converted into one fully paid and nonassessable share of Class A common stock of the Surviving Corporation ("Survivor Stock").

2.02 TournEase Florida Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of TournEase Florida Common Stock outstanding immediately prior thereto shall be cancelled and returned to the status of authorized but unissued shares.

2.03 Exchange of Certificates. Each person who becomes entitled to receive Survivor Stock by virtue of the Merger shall be entitled to receive from the Surviving Corporation, as promptly as practicable after the Effective Date, a certificate or certificates representing the number of shares of Survivor Stock to which such person is entitled as provided herein.

((H08000082929 3)))

((H08000082929 3)))

ARTICLE III

Effect of the Merger

3.01 Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of TournEase Delaware and TournEase Florida; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of TournEase Delaware and TournEase Florida on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in TournEase Delaware or TournEase Florida, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of TournEase Delaware and TournEase Florida shall be preserved unimpaired, and all liens upon the property of TournEase Delaware or TournEase Florida shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall thenceforth remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

3.02 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of TournEase Delaware such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of TournEase Delaware and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of TournEase Delaware or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV

Miscellaneous

4.01 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either TournEase Delaware or TournEase Florida or both, notwithstanding the approval of this Agreement by the shareholders of TournEase Delaware and TournEase Florida.

4.02 Amendment. At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the Board of Directors of either TournEase Delaware or TournEase Florida or both; provided, however, that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not alter

((H08000082929 3)))

((H08000082929 3)))

or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the rights of the shareholders of such Constituent Corporation.

4.03 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and, so far as applicable, the merger provisions of the Delaware General Corporation Law.

4.04 Counterparts. In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

[SIGNATURE PAGE FOLLOWS]

((H08000082929 3)))

(((H08000082929 3)))

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

TOURNEASE, INC., a Delaware
corporation



By: Mike Calhoon
Its: Vice President

TOURNEASE, INC., a Florida
corporation



By: Mike Calhoon
Its: Vice President

[SIGNATURE PAGE - AGREEMENT OF MERGER AND PLAN OF REORGANIZATION]

(((H08000082929 3)))