



THE UNITED STATES  
CORPORATION  
COMPANY

P95000096312

ACCOUNT NO. : 072100000032

REFERENCE : 387427 5022197

AUTHORIZATION :

*Patricia Pyjunt*

COST LIMIT : \$ 78.75

ORDER DATE : September 27, 1999

ORDER TIME : 1:20 PM

ORDER NO. : 387427-010

CUSTOMER NO: 5022197

200002998162--6

CUSTOMER: Ms. Susan Reese  
Kilpatrick Stockton, LLP.  
3500 One First Union Center

Charlotte, NC 28202-6001

ARTICLES OF MERGER

GEORGE SHINN SPORTS OF  
FLORIDA, INC.

INTO

GIS SPORTS OF NEVEDA, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Mimi Stephens

EXAMINER'S INITIALS:

FILED  
99 SEP 27 PM 2:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RECEIVED  
99 SEP 27 PM 2:39  
DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

*DR*  
9/28/99

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

GEORGE SHINN SPORTS OF FLORIDA, INC., a Fla corporation  
P95000096312

INTO

**GIS SPORTS OF NEVADA, INC..** a Nevada corporation not qualified in Florida

File date: September 27, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032      Account charged: 78.75

**ARTICLES OF MERGER  
OF  
GEORGE SHINN SPORTS OF FLORIDA, INC.  
INTO  
GIS SPORTS OF NEVADA, INC.**

99 SEP 27 PM 2:39  
FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1105 of the Florida Business Corporation Act, the undersigned corporation, as the surviving corporation in a merger, hereby submits the following Articles of Merger:

1. The name of the Surviving Corporation is GIS Sports of Nevada, Inc., a corporation organized and existing under the laws of the State of Nevada. The name of the Merging Corporation is George Shinn Sports of Florida, Inc., a corporation organized and existing under the laws of the State of Florida.
2. Attached hereto is a copy of the Agreement and Plan of Merger that was duly adopted in the manner prescribed by law by the Board of Directors of each constituent corporation.
3. The merger was approved by the sole shareholder of the Merging Corporation, as required by Section 607.1103 of the Florida Business Corporation Act, on September 24, 1999. The merger was approved by the sole shareholder of the Surviving Corporation, as required by Section 92A.120 of the Nevada Revised Statutes, on September 24, 1999.
4. The Surviving Corporation hereby appoints the Secretary of State of the State of Florida as its agent for service of process in any proceeding to enforce an obligation or the rights of dissenting shareholders of the Merging Corporation.
5. The Surviving Corporation hereby agrees to promptly pay to any dissenting shareholders of the Merging Corporation the amount, if any, to which they are entitled under Section 607.1103 of the Florida Business Corporation Act.
6. These articles will be effective as of September 24, 1999.

This the 24<sup>th</sup> day of September, 1999.

GIS SPORTS OF NEVADA, INC.

By: Roger A. Schweickert  
Roger A. Schweickert, Vice President

**AGREEMENT AND PLAN OF MERGER  
OF  
GEORGE SHINN SPORTS OF FLORIDA, INC.  
WITH AND INTO  
GIS SPORTS OF NEVADA, INC.**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 24<sup>th</sup> day of September, 1999 by and between George Shinn Sports of Florida, Inc., a Florida corporation ("GSS-FL"), and GIS Sports of Nevada, Inc., a Nevada corporation ("GSS-NV") (GSS-FL and GSS-NV being hereinafter collectively referred to as the "Constituent Corporations").

**WITNESSETH:**

WHEREAS, GSS-FL is authorized to issue 1,000,000 shares of Common Stock, par value \$0.001 per share, of which 1,000 shares are issued and outstanding and owned by George I. Shinn; and

WHEREAS, GSS-NV is authorized to issue 1,000,000 shares of Common Stock, par value \$0.001 per share, of which 1,000 shares are issued and outstanding and owned by George I. Shinn; and

WHEREAS, the Board of Directors of each of the Constituent Corporations has authorized the merger of GSS-FL with and into GSS-NV; and

WHEREAS, the laws of the States of Florida and Nevada permit a merger of the Constituent Corporations.

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Florida Business Corporation Act (the "Florida Act") and the Nevada Revised Statutes (the "Nevada Statutes"), that GSS-FL shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into GSS-NV as the surviving corporation (GSS-NV subsequent to such merger being hereinafter referred to as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "GIS Sports of Nevada, Inc.," and that the terms and conditions of the merger hereby agreed upon, and the mode of carrying the same into effect shall be as follows:

**SECTION 1  
MERGER**

1.1 On the Effective Date, GSS-FL shall be merged with and into GSS-NV, and GSS-NV shall continue in existence as the surviving corporation, and the merger shall in all respects have the effect provided for in the Florida Act and the Nevada Statutes.

1.2 Without limiting the foregoing, on and after the Effective Date, the separate existence of GSS-FL shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by GSS-FL shall be vested in GSS-NV without reversion or impairment; GSS-NV shall assume all liabilities of GSS-FL; and any proceeding pending against GSS-FL may be continued as if the merger did not occur or GSS-NV may be substituted in its place.

1.3 Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time GSS-NV shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in GSS-NV, according to the terms hereof, the title to any property or rights of GSS-FL, the last acting officers of GSS-FL, or the corresponding officers of GSS-NV, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in GSS-NV and otherwise to carry out the purposes of this Agreement.

## **SECTION 2 TERMS OF TRANSACTION**

2.1 Upon the Effective Date, each share of Common Stock of GSS-FL issued and outstanding immediately prior to the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and cease to exist.

2.2 Upon the Effective Date, each share of Common Stock of GS-NV issued and outstanding immediately prior to the Effective Date shall continue to exist and represent one share of Common Stock of the Surviving Corporation.

## **SECTION 3 DIRECTORS AND OFFICERS**

3.1 The persons who are directors and officers of GSS-NV immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the Bylaws of the Surviving Corporation.

## **SECTION 4 ARTICLES OF INCORPORATION AND BYLAWS**

4.1 From and after the Effective Date, the Articles of Incorporation of GSS-NV, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2 From and after the Effective Date, the Bylaws of GSS-NV, as in effect at such date, shall be the Bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

## **SECTION 5 SHAREHOLDER APPROVAL, EFFECTIVENESS OF MERGER**

5.1 Upon approval and adoption of the merger and this Agreement pursuant to the provisions of the Florida Act and the Nevada Statutes, if this Agreement is not terminated and abandoned pursuant to the provisions of Section 6 hereof, Articles of Merger incorporating the terms of this Agreement and any other documents required to effect the merger herein provided for shall be filed in accordance with the provisions of the Florida Act and the Nevada Statutes as soon as practicable after such approval. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the mergers herein provided for.

5.2 The merger shall become effective as of September 24, 1999 (the "Effective Date").

## **SECTION 6 TERMINATION**

6.1 At any time prior to the filing of the Articles of Merger with the Secretaries of State of Florida or Nevada, the Board of Directors of either of the Constituent Corporations may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of GSS-FL or earlier approval by the Board of Directors of such Constituent Corporation.

## **SECTION 7 MISCELLANEOUS**

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

**GEORGE SHINN SPORTS OF FLORIDA, INC.**

[CORPORATE SEAL]

By: Roger A. Schweickert  
Roger A. Schweickert, Vice President

ATTEST:

By: Wayne J. DeBlander  
Wayne J. DeBlander, Secretary

**GIS SPORTS OF NEVADA, INC.**

[CORPORATE SEAL]

By: Roger A. Schweickert  
Roger A. Schweickert, Vice President

ATTEST:

By: Wayne J. DeBlander  
Wayne J. DeBlander, Secretary