

**Berger
Davis &
Singerman**
Attorneys At Law

P97000016948

Van P. Geeker
vgeeker@bdsllaw.com

January 28, 2000

BY HAND DELIVERY

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

000003115350--5
-01/31/00--01001--018
*****78.75 *****78.75

Re: Slapshot Roller Hockey, Inc.

To Whom It May Concern:

We would like to file the enclosed Articles of Merger for the above-referenced company. Also enclosed is our check in the amount of \$78.75 to cover the filing fee for each entity and to obtain a certified copy. Please call my office at 561-3010 when the copy is ready and we will pick it up.

PLEASE NOTE THAT THE EFFECTIVE DATE SHALL BE JANUARY 31, 2000.

Please also note the annual reports for Kid Billy's Hockey Shop, Inc., Document No. P97000016934 and Slapshot Roller Hockey, Inc., Document No. P97000016948 are being filed simultaneously under separate cover with these Articles of Merger.

Thank you for your attention to this matter.

EFFECTIVE DATE
1-31-2000

Sincerely,



Van P. Geeker
For the Firm

VPG:hhp
Enclosures

1-31-00

RECEIVED
00 JAN 28 PM 4:03
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
STATE OF FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

KID BILLY'S HOCKEY SHOP, INC., a Florida corporation, P97000016934

INTO

SLAPSHOT ROLLER HOCKEY, INC., a Florida entity, P97000016948

File date: January 28, 2000, effective January 31, 2000

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
SLAPSHOT ROLLER HOCKEY, INC.

Slapshot Roller Hockey, Inc., a Florida corporation, pursuant to the provisions of Chapter 607, Florida Statutes, hereby files these Articles of Merger of this corporation.

1. The name of the corporation is Slapshot Roller Hockey, Inc., and it is the surviving corporation of a merger between Kid Billy's Hockey Shop, Inc., a Florida corporation, and Slapshot Roller Hockey, Inc., a Florida corporation.

2. The names and respective addresses of its officers and directors are:

President/Director	William A. Rodriguez
Vice President/Director	Rodney J. Schmidt
Secretary	Rodney J. Schmidt
Treasurer	Rodney J. Schmidt

3. A true copy of the Plan of Merger between Kid Billy's Hockey Shop, Inc. and Slapshot Roller Hockey, Inc. is attached to these Articles as Exhibit "A".

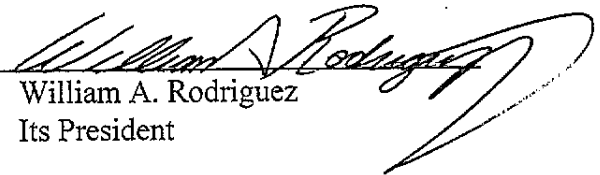
4. The shareholders of Kid Billy's Hockey Shop, Inc. and Slapshot Roller Hockey, Inc. adopted the Agreement of Merger on January 15, 2000. A true copy of the certificates attesting to such approval are attached to these Articles as Exhibit "B".

EFFECTIVE DATE
1-31-2000

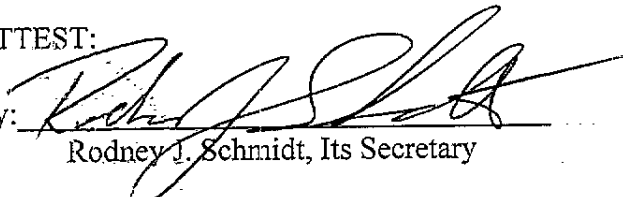
5. The effective date of this merger shall be January 31, 2000.

IN WITNESS WHEREOF, Kid Billy's Hockey Shop, Inc., a Florida corporation, and Slapshot Roller Hockey, Inc., a Florida corporation, have caused these Articles of Merger to be signed by their duly authorized officers this 28th day of January, 2000.

Kid Billy's Hockey Shop, Inc.

By: 
William A. Rodriguez
Its President

ATTEST:

By: 
Rodney J. Schmidt, Its Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of January, 2000, by William A. Rodriguez and Rodney J. Schmidt, on behalf of Kid Billy's Hockey Shop, Inc.

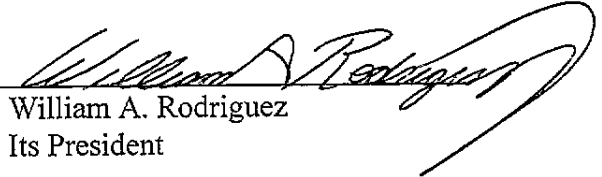

Notary Public

My Commission Expires:

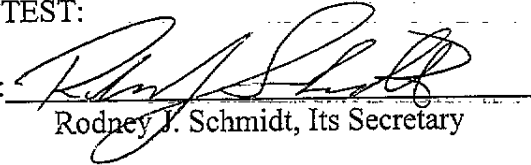


Van P. Geeker
MY COMMISSION # CC831964 EXPIRES
June 22, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Slapshot Roller Hockey, Inc.

By: 
William A. Rodriguez
Its President


ATTEST:

By: 
Rodney J. Schmidt, Its Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20th day of January, 2000, by
William A. Rodriguez and Rodney J. Schmidt, on behalf of Slapshot Roller Hockey, Inc.


Notary Public

My Commission Expires:



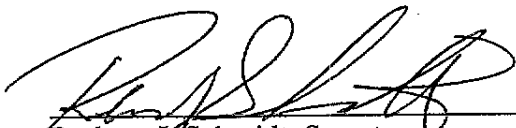
Van P. Geeker
MY COMMISSION # CC831964 EXPIRES
June 22, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF SECRETARY
OF
KID BILLY'S HOCKEY SHOP, INC.

I, Rodney J. Schmidt, hereby certify that I am Secretary of Kid Billy's Hockey Shop, Inc., a Florida corporation having its principal office at Tallahassee, Florida, that the foregoing Plan of Merger was signed by the President and Secretary of Kid Billy's Hockey Shop, Inc., and by all of the Directors of Kid Billy's Hockey Shop, Inc., and after the approval by resolution of such Agreement by the Board of Directors of Kid Billy's Hockey Shop, Inc., the foregoing Agreement of Merger was duly submitted to the shareholders of Kid Billy's Hockey Shop, Inc., all of whom, in accordance with the provisions of Section 607.1103, Florida Statutes, have consented in writing to the foregoing Agreement of Merger which written consents are dated January 15, 2000.

I further certify that the attached is a true copy of the written consent executed by all of the shareholders, that all of the consents are dated within sixty days of one another, and that none of the consents has been revoked.

WITNESS my hand and the seal of Kid Billy's Hockey Shop, Inc., this 20th day of January, 2000.


Rodney J. Schmidt, Secretary

(Corporate Seal)

PLAN OF MERGER

PLAN OF MERGER, dated January 15, 2000, between Kid Billy's Hockey Shop, Inc., a corporation, hereinafter sometimes called Kid Billy's for purposes of reference, and Slapshot Roller Hockey, Inc., a corporation, hereinafter sometimes called Slapshot.

Kid Billy's is a corporation organized and existing under the laws of the State of Florida, having been incorporated in 1997. The authorized capital stock of Kid Billy's consists of 100 shares of \$1.00 par common stock, all of which are issued and outstanding.

Slapshot is a corporation organized and existing under the laws of the State of Florida, having been incorporated in 1997. The authorized capital stock of Slapshot consists of 100 shares of \$1.00 per common stock of which 100 shares are issued and outstanding.

The Boards of Directors of Kid Billy's and Slapshot, respectively, deem it desirable and in the best interests of the corporations and their shareholders that Kid Billy's be merged into Slapshot.

Now, therefore, in consideration of the premises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such merger, the parties hereto covenant and agree as follows:

1. Merger. As soon as all the following events shall have happened, viz.,

a. this plan shall have been adopted and approved by the majority votes of the shareholders of both corporations in accordance with the requirements of the laws of Florida and that fact shall have been certified by the respective secretaries of each of such corporations under their respective corporate seals; and

b. this plan, so adopted and certified, shall have been signed, acknowledged, and filed, all as required by the provisions of Section 607.1101, et seq., Florida Statutes; and

c. Articles of Merger in the form required by the provisions of Section 607.1105, Florida Statutes, shall have been made, signed, sworn to and filed all as required by the provisions of said section, specifying an effective date of January 31, 2000;

thereupon Kid Billy's Hockey Shop, Inc. shall be deemed to have merged with and into Slapshot Roller Hockey, Inc., which shall survive the merger and which shall continue to have the name, Slapshot Roller Hockey, Inc. as provided in paragraph 2 hereof.

The single corporation which shall so survive the merger is hereinafter sometimes called the surviving corporation; and the two corporations together are hereinafter sometimes called the constituent corporations; and the date and time when the constituent corporations shall merge and become the surviving corporation are hereinafter referred to as "the effective date of the merger."

2. Name and purposes of surviving corporation. The name of the surviving corporation shall be Slapshot Roller Hockey, Inc. The purposes for which the surviving corporation is formed and the nature of the business to be transacted by it are currently as set forth in the Articles of Incorporation of Slapshot Roller Hockey, Inc., a copy of which is attached as set forth in Exhibit A hereto.

3. Articles of incorporation of surviving corporation. On the effective date of the merger, the Articles of Incorporation of Slapshot shall be the Articles of Incorporation of the surviving corporation until further amended as provided by law.

4. Bylaws of surviving corporation. On the effective date of the merger, the Bylaws of Slapshot shall be the Bylaws of the surviving corporation until the same shall be altered, amended, or repealed, or until new Bylaws shall be adopted, in accordance with the provisions thereof.

5. Directors and officers of surviving corporation. The board of directors of the surviving corporation shall initially consist of two directors, each of whom shall hold office until the annual meeting of the shareholders of the surviving corporation to be held in 2001, and until his successor shall have been duly elected and shall have qualified, or until his earlier death, resignation, or removal. The respective names and places of residence of such directors are as follows:

<u>Name</u>	<u>City or Town of Residence</u>
William A. Rodriguez	Tallahassee, Florida
Rodney J. Schmidt	Tallahassee, Florida

The principal officers of the surviving corporation, each of whom shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his earlier death, resignation, or removal, and their respective offices and places of residence are as follows:

<u>Office</u>	<u>Name</u>	<u>City or Town of Residence</u>
President	William A. Rodriguez	Tallahassee, Florida
Vice President	Rodney J. Schmidt	Tallahassee, Florida
Secretary	Rodney J. Schmidt	Tallahassee, Florida
Treasurer	Rodney J. Schmidt	Tallahassee, Florida

The surviving corporation may have such other officers as shall be provided for in its Bylaws.

If on the effective date of the merger a vacancy shall exist in the board of directors of the surviving corporation or in any of the offices above specified by reason of the inability or failure of any of the above persons to accept a directorship in the surviving corporation or the office to which he is designated, as the case may be, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the surviving corporation.

6. Capital stock of surviving corporation. On the effective date of the merger, the total amount of capital stock of the surviving corporation to be authorized, the number of shares into which the capital stock is to be divided, and the par value of the shares are as follows:

200 shares of \$1.00 par value common stock

7. Conversion of outstanding securities on merger. The manner and basis of converting the outstanding common stock of the constituent corporations into common stock of the surviving corporation upon the effective date of the merger shall be as follows:

Each of the shares of common stock of Slapshot outstanding on the effective date of the merger shall be one share of common stock of the surviving corporation. Each of the shares of common stock of Kid Billy's outstanding on the effective date of the merger shall be entitled to six-tenths (.6) of one share of common stock of the surviving corporation.

8. Exchange of certificates. (a) On and after the effective date of the merger, each holder of a certificate or certificates heretofore representing outstanding common stock of the constituent corporations shall surrender his or her certificate and be issued a certificate in the surviving corporation. Until so surrendered, each outstanding certificate which, prior to the effective date of the merger, represented shares of common stock of the constituent corporations shall be deemed for all purposes to evidence only the ownership of the shares of common stock of the surviving corporation.

(b) If a certificate for any share or shares of stock of the surviving corporation is to be issued in a name other than that in which the certificate for shares surrendered for exchange shall be registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed for transfer.

9. Prohibited actions of constituent corporations and subsidiaries. Between the date hereof and the effective date of the merger, neither Kid Billy's nor Slapshot will, except with the prior written consent of the other: (a) issue or sell any stock, bonds, or other corporate securities; (b) incur any obligation or liability (absolute or contingent), except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business; (c) discharge or satisfy any lien or encumbrance or pay any obligation or liability (absolute or contingent) other than current liabilities shown on their respective balance sheets, as at December 31, 1999, and current liabilities incurred since those dates in the ordinary course of business; (d) make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its capital stock; (e)

mortgage, pledge, create a security interest in, or subject to lien or other encumbrance any of its assets, tangible or intangible (except, in the case of Kid Billy's, factoring of accounts receivable and pledging of inventories in the ordinary course of business); (f) sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business; (g) sell, assign, or transfer any trademark, trade name, patent, or other intangible asset; (h) waive any right of any substantial value; or (i) enter into any transaction other than in the ordinary course of business.

10. Effect of merger. On the effective date of the merger, January 31, 2000, Kid Billy's and Slapshot shall cease to exist separately and shall be merged with and into Slapshot in accordance with the provisions of this agreement and in accordance with the provisions of Florida Statutes and with the effect provided therein. As provided therein, on the effective date of the merger the surviving corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the constituent corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the constituent corporations; and all property, real, personal, and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the constituent corporations shall be vested in the surviving corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the surviving corporation as they were of the respective constituent corporations; and the title to any real estate, whether vested by deed or otherwise, in either of the constituent corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon any property of either of the constituent corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective constituent corporations shall thenceforth attach to the surviving corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the surviving corporation. It is the intent of all parties hereto that this merger qualify as a tax-free reorganization pursuant to Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended.

11. Further instruments. From time to time, as and when requested by the surviving corporation or by its successors or assigns, the constituent corporations will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this agreement.

12. Capital. On the effective date of the merger the shares of common stock of the surviving corporation as the same shall have been continued or into which the outstanding shares of the constituent corporations shall have been converted, in accordance with the provisions of paragraphs 7 and 8 hereof, and shall be issued and outstanding.

13. Principal offices. The location of the principal office of the surviving corporation shall be 2131 Kinsley Lane, Tallahassee, Florida, 32308, or such other location determined by the officers of the surviving corporation.

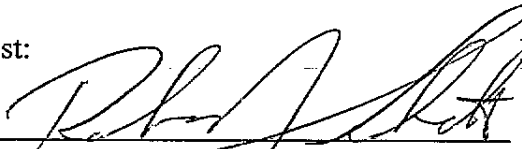
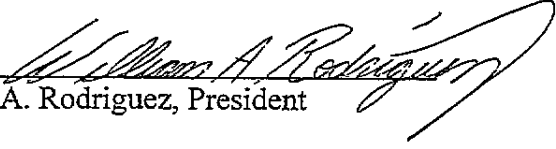
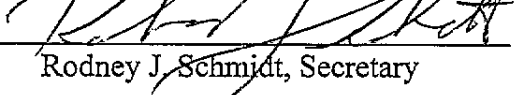
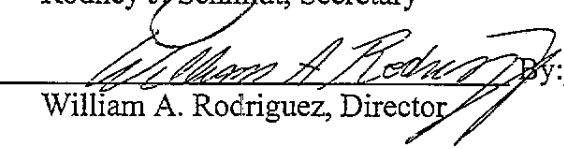
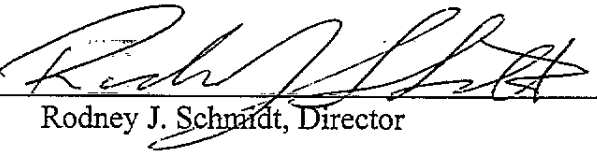
14. Abandonment or amendment of merger. (a) This plan may be terminated and the merger provided for hereby abandoned: (1) by votes of the boards of directors of both the constituent corporations at any time prior to the effective date of the merger; (2) by vote of the board of directors of either of the constituent corporations at any time prior to the effective date of the merger if (a) a material breach shall exist with respect to the written representations and warranties made by the other constituent corporation in connection with the merger, or (b) the other constituent corporation, without prior written consent of such constituent corporation, shall take any action prohibited by this plan, or (c) the other constituent corporation shall not have furnished such certificates and legal opinions in connection with the merger and matters incidental thereto as it shall have agreed to furnish, or (d) if, in the opinion of the board of directors of such constituent corporation, the merger is impracticable by reason of the number of shares of stock of the constituent corporations, the holders of which are in a position to perfect appraisal rights under any law or laws, or (e) if, in the opinion of the board of directors of such constituent corporation, any consent of any third party to the merger is reasonably necessary to prevent a default under any outstanding obligation of either constituent corporation, and such consent is not obtainable without penalty; or (3) by vote of the board of directors of either of the constituent corporations at any time on or after February 2, 2000, if the merger contemplated hereby shall not have been effected prior thereto. In the event of any such termination and abandonment, this plan shall be void and have no effect, and there shall be no liability on the part of either of the constituent corporations or any director, officer, or shareholder of either of such constituent corporations in respect thereof.

(b) This plan may be amended by the board of directors of either constituent corporation at any time prior to filing of the articles of merger with the Secretary of State. Provided, however, that an amendment made subsequent to the approval of the plan by the shareholders of the constituent corporations may not (i) change the amount or kind of shares to be received in exchange for or on conversion of any of the shares of the constituent corporations; (ii) change any other terms and conditions of the plan if such change would materially and adversely affect either of the constituent corporations or the holders of the shares of either of the constituent corporations or (iii) change any term of the articles of incorporation of either constituent corporation without a vote of the shareholders entitled to vote on the matter or as specified in Section 607.1002, Florida Statutes.

15. Right of amendment. The surviving corporation hereby reserves the right to amend, alter, change or repeal any provision contained in its Articles of Incorporation, as from time to time amended, in the manner now or hereafter prescribed by law or by such Articles, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Articles of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer, or any other person are subject to this reservation.

IN WITNESS WHEREOF, Kid Billy's Hockey Shop, Inc. and Slapshot Roller Hockey, Inc. have caused this agreement to be signed in their corporate names by their respective Presidents or Vice Presidents and their respective Secretaries under the seals of the corporations, and also by all of their respective Boards of Directors, all as of the date and year first above written.

Kid Billy's Hockey Shop, Inc.

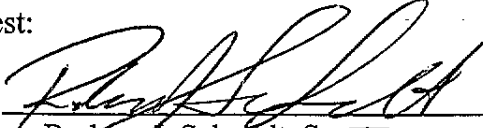
Attest:  By: 
By:  William A. Rodriguez, President
Rodney J. Schmidt, Secretary
By:  By: 
William A. Rodriguez, Director Rodney J. Schmidt, Director

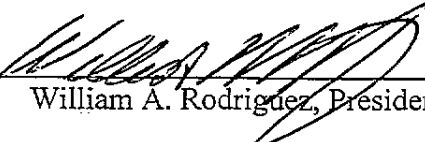
All of the Board of Directors of Kid Billy's Hockey Shop, Inc.

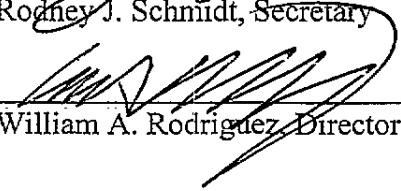
Additional signatures on Page 7.

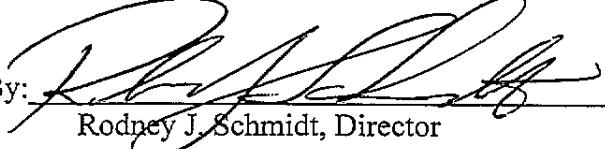
Slapshot Roller Hockey, Inc.

Attest:

By: 
Rodney J. Schmidt, Secretary

By: 
William A. Rodriguez, President

By: 
William A. Rodriguez, Director

By: 
Rodney J. Schmidt, Director

All of the Board of Directors of Slapshot Roller Hockey, Inc.

ARTICLES OF INCORPORATION
OF
SLAPSHOT ROLLER HOCKEY, INC.

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB 21 PM 4:17

ARTICLE I. NAME

The name of this corporation shall be Slapshot Roller Hockey, Inc.

ARTICLE II. COMMENCEMENT & DURATION

The commencement of this corporation's existence shall be at the time of the filing of these Articles Of Incorporation by the Secretary of State. This corporation's duration shall be perpetual.

ARTICLE III. PURPOSE

This corporation is being organized for the purpose of operating a roller hockey league and engaging in the transaction of any and all business activities permitted under the laws of Florida and the United States Of America.

ARTICLE IV. CAPITAL STOCK

This corporation shall have the authority to issue 100 shares of \$1.00 par value common capital stock.

ARTICLE V. PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash by this corporation of any shares of new capital stock of the same kind, class, or series, as that which the shareholder already holds, shall have the preemptive right to purchase a pro rata share thereof (as nearly as

ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of directors on this corporation's Initial Board Of Directors shall be two. The number of directors may be increased or decreased from time to time, as provided in this corporation's bylaws, but shall never be less than one.

The name and address of each individual who shall serve as a member of the Initial Board Of Directors are:

William A. Rodriguez
2415 N. Monroe Street, #2032
Tallahassee, Florida 32303

Rodney J. Schmidt
2415 N. Monroe Street, #2032
Tallahassee, Florida 32303.

ARTICLE VIII. INDEMNIFICATION

This corporation shall indemnify any officer, director, employee, or agent, and any former officer, director, employee, or agent, to the full extent permitted by law.

ARTICLE IX. PRINCIPAL OFFICE & INITIAL REGISTERED OFFICE & AGENT

The address of this corporation's principal office is 2415 N. Monroe Street, #2032, Tallahassee, Florida 32303 and the address of this corporation's initial registered office shall be: Stowell, Anton & Kraemer, 211 E. Call Street, Tallahassee, Florida 32301.

The name of the individual who shall serve as this corporation's initial registered agent at that address is: Sandra Stockwell.

ARTICLE X. INCORPORATOR

The name and address of the individual who shall serve as this corporation's incorporator is: William A. Rodriguez, 2415 N. Monroe Street, #2032, Tallahassee, Florida 32303.

ARTICLE XI. AMENDMENT

This corporation reserves the right to amend or repeal any provisions in these Articles Of Incorporation, or any amendments hereto. Any rights conferred upon the shareholders shall be subject to this reservation.


ARTICLE XII. AFFILIATED TRANSACTIONS

This corporation elects not to be governed by the provisions of Section 607.0901, Florida Statutes regarding affiliated transactions.



William A. Rodriguez - Incorporator

I hereby accept my designation as resident agent and agree to serve as the resident agent of Slapshot Roller Hockey, Inc. I hereby state that I am familiar with and accept the duties and responsibilities as registered agent for Slapshot Roller Hockey, Inc.



Sandra Stockwell - Registered Agent

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
97 FEB 21 PM 4: 17

State Of Florida

County Of Leon

on 2/20/97, Sandra Stockwell, designated above as the individual who shall serve as this corporation's initial registered agent, personally appeared before me and signed and acknowledged signing these Articles Of Incorporation Of Slapshot Roller Hockey, Inc.

Catherine L. Cornwell

Notary Public

Commission Expiration Date:

(Seal)

