

V10191

WILLIAM E. DOYLE, P.A.  
ATTORNEY AT LAW  
2002 SOUTHSIDE BOULEVARD, SUITE 201  
JACKSONVILLE, FLORIDA 32216

FILED

01 FEB 26 AM 9:59

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
(904) 720-0344

TELEPHONE  
(904) 720-0506

ALSO A MEMBER OF THE OKLAHOMA BAR

February 23, 2001

**VIA FEDERAL EXPRESS**

Secretary of State  
Attn: **Amendment Section**  
Post Office Box 6327  
Tallahassee, FL 32314

200003767882--6  
-02/26/01--01102--015  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

RE: Articles and Certificate of Merger for Sportsplex O.P., Inc.  
Plan and Agreement of Merger for Sportsplex O.P., Inc.

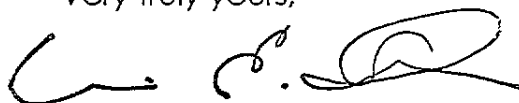
Dear Sir/Madam:

Enclosed for filing with your office are the original Articles and Certificate of Merger, and a copy of the Plan and Agreement of Merger for the above referenced corporation. Also enclosed is my client's check made payable to the Secretary of State in the amount of \$70.00 to cover the cost of filing said Articles.

If you have any questions or if I may be of any assistance, please call.

Merger  
2-28-01  
WED

Very truly yours,



William E. Doyle  
Signed in Mr. Doyle's absence to avoid delay

WED:stw  
enclosures

cc: Mark Sanford, President  
Sportsplex, Inc.

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

SPORTSPLEX O.P., INC., a Florida corporation, P97000101875

INTO

**SPORTSPLEX, INC.**, a Florida entity, V10191.

File date: February 26, 2001

Corporate Specialist: Doug Spittler

ARTICLES AND CERTIFICATE OF MERGER

OF

**SPORTSPLEX O.P., INC.**

**FILED**

01 FEB 26 AM 9:59

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act, **SPORTSPLEX O.P., INC.**, a Florida corporation, adopt the following Articles and Certificate of Merger for the purpose of merging **SPORTSPLEX O.P., INC.**, into **SPORTSPLEX, INC.**, a Florida corporation, the latter of which is to survive the merger.

ARTICLE I

That certain Plan and Agreement of Merger (the "Agreement") dated February 23, 2001 by and between **SPORTSPLEX O.P., INC.**, a Florida corporation, and **SPORTSPLEX, INC.**, a Florida corporation, attached and made a part of this instrument, was duly approved by the Board of Directors and duly adopted by all of the shareholders of **SPORTSPLEX O.P., INC.**, a Florida corporation, and **SPORTSPLEX, INC.**, a Florida corporation, pursuant to Section 607.1103, Florida Statutes, at a joint meeting of the shareholders and directors by both corporations on Feb 23, 2001.

ARTICLE II

Of the 60 outstanding shares of common stock, \$1.00 par value per share, of **SPORTSPLEX, INC.**, a Florida corporation, entitled to vote as a class upon the Agreement, the holders of all 60 of those shares voted in favor of and authorized

the Agreement in accordance with Section 607.1103, Florida Statutes.

Of the 500 outstanding shares of common stock, \$1.00 par value, of **SPORTSPLEX O.P., INC.**, a Florida corporation, entitled to vote as a class upon the agreement, the holders of all 500 of those shares have voted in favor of and authorized the Agreement in accordance with Section 607.1103, Florida Statutes.

ARTICLE III

It is not necessary that the Articles of Incorporation of **SPORTSPLEX, INC.**, a Florida corporation, the surviving corporation, be amended on this date to effectuate the plan of merger.

IN WITNESS WHEREOF, the parties to these Articles and Certificate of Merger have caused them to be duly executed by their respective authorized officers.

Dated this 23 day of Feb, 2001.

**SPORTSPLEX, INC.**, a Florida corporation

By: Mark Sanford  
Its \_\_\_\_\_ President

**SPORTSPLEX O.P., INC.**, a Florida corporation

By: Mark Sanford  
Its \_\_\_\_\_ President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23 day of February, 2001, by Mark Sanford, as President of **SPORTSPLEX, INC.**, a Florida

corporation, on behalf of the corporation. He is personally known to me and who did or did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA  
STEPHANIE T. WILLIAMS  
COMMISSION # CC815717  
EXPIRES 9/15/2002  
BONDED THRU ASA 1-888-NOTARY1

*Stephanie T. Williams*

Notary Public, State of Florida

My Commission expires:

My Commission No.:

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of February, 2001, by Mark Sanford, as President, of **SPORTSPLEX O.P., INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me and who did or did not take an oath.

NOTARY PUBLIC - STATE OF FLORIDA  
STEPHANIE T. WILLIAMS  
COMMISSION # CC815717  
EXPIRES 9/15/2002  
BONDED THRU ASA 1-888-NOTARY1

*Stephanie T. Williams*

Notary Public, State of Florida

My Commission expires:

My Commission No.:

**PLAN AND AGREEMENT OF MERGER**

THIS AGREEMENT OF MERGER dated this 23<sup>rd</sup> day of February, 2001 by and between **SPORTSPLEX, INC.**, a Florida corporation, and **SPORTSPLEX O.P., INC.**, a Florida corporation.

**WITNESSETH:**

WHEREAS, **SPORTSPLEX, INC.** is a corporation duly authorized and existing under the laws of the State of Florida; and

WHEREAS, **SPORTSPLEX O.P., INC.** is a corporation duly authorized and existing under the laws of the State of Florida; and

WHEREAS, **SPORTSPLEX, INC.**, and **SPORTSPLEX O.P., INC.**, have agreed that **SPORTSPLEX O.P., INC.**, shall merge into **SPORTSPLEX, INC.** upon the terms and conditions and in the manner set forth in this agreement and in accordance with the applicable laws of the State of Florida.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, provisions, grants, warranties and representations contained in this agreement and in order to consummate the transactions described above, **SPORTSPLEX, INC.**, and **SPORTSPLEX O.P., INC.**, the constituent corporations to this agreement, agree as follows:

1. **SPORTSPLEX, INC.** and **SPORTSPLEX O.P., INC.** agree that **SPORTSPLEX O.P., INC.** shall merge into **SPORTSPLEX, INC.**, as a single corporation, upon the terms and conditions of this agreement and that **SPORTSPLEX, INC.** shall continue under the laws of the State of Florida as the surviving corporation (hereinafter sometimes referred to as the "surviving corporation"), and they further agree as follows:

a. The purpose, the registered agent, the address of the registered office, number of directors, and the capital stock of the surviving corporation shall be as appears in the articles of incorporation of **Sportsplex, Inc.** as on file with the office of the Secretary of State of the State of Florida on the date of this agreement. The terms and provisions of the articles of incorporation are incorporated in this agreement. From and after the effective date and until further amended, altered and restated as provided by law, the articles of incorporation separate and apart from this agreement shall be and may be separately certified as the articles of incorporation of the surviving corporation.

b. The articles of incorporation of **SPORTSPLEX, INC.** on the effective date of this agreement need not be amended.

c. The by-laws of **SPORTSPLEX, INC.** in effect on the effective date shall be the by-laws of the surviving corporation until they shall be altered, amended or repealed, or until new by-laws are adopted as provided in them.

d. The persons who upon the effective date of the merger shall constitute the Board of Directors of **SPORTSPLEX, INC.** shall be the persons constituting the Board of directors of the surviving corporation on the effective date. If on the effective date of the merger any vacancy exists on the board of directors of the surviving corporation, that vacancy may be filled in the manner provided in the by-laws of the surviving corporation.

e. The persons who upon the effective date of the merger shall constitute the officers of **SPORTSPLEX, INC.** shall be the persons constituting the officers of the surviving corporation on the effective date.

2. This agreement shall be submitted to the shareholders of **SPORTSPLEX, INC.**, and **SPORTSPLEX O.P., INC.**, (the "constituent corporation") for their consent and approval in accordance with Section 607.1103, Florida Business Corporation Act, or for consideration at a meeting of shareholders in accordance with Section 607.1103 of the Act on February 23, 2001, respectively, and, if it is adopted and approved in accordance with the laws



of those states, as promptly as practicable thereafter, the fact that this agreement has been adopted and approved as above provided shall be certified by their respective officers, and this agreement and appropriate articles of merger shall be signed, acknowledged and filed pursuant to the laws of the States of Florida. The merger of **SPORTSPLEX O.P., INC.**, into **SPORTSPLEX, INC.**, a Florida corporation, shall become effective upon the filing of this agreement and appropriate articles of merger with the office of the Secretary of State of the State of Florida, or February 28, 2001, whichever is later. This date on which the merger of **SPORTSPLEX O.P., INC.**, into **SPORTSPLEX, INC.**, becomes effective is called in this instrument the "effective date" of the merger.

3. When this agreement shall have been approved, signed, acknowledged and filed, the separate existence of **SPORTSPLEX O.P., INC.** shall cease, and The **SPORTSPLEX O.P., INC.**, shall be merged into the surviving corporation in accordance with this agreement, and the surviving corporation shall continue unaffected and unimpaired by the merger and shall possess all of the rights, privileges, powers, franchises, patents, trademarks, licenses and registrations, both of a public and private nature, and shall be subject to all the restrictions, disabilities and duties of each of

the constituent corporations so merged, and all and singular the rights, privileges, powers, franchises, patents, trademarks, licenses, and registrations 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, franchises, patents, trademarks, licenses and registrations and every other interest thereafter shall be 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 under the laws of the State of Florida, or any other state where real estate may be located, shall not revert or in any way be impaired by reason of the merger, provided that all rights of creditors and all liens upon the property of any of the constituent corporations shall be preserved unimpaired; and all debts, liabilities and duties of the constituent corporations shall then attach to the surviving corporation any may be enforced against it to the same extent as if those debts, liabilities and duties had been incurred or contracted by it.

4. The manner and basis of converting and exchanging the shares of **SPORTSPLEX, INC.**, and **SPORTSPLEX O.P., INC.** shall be as follows:

a. On the effective date that 500 shares of common stock, \$1.00 par value of **SPORTSPLEX O.P., INC.**, issued and outstanding immediately before the effective date, by virtue of the merger and without any action on the part of the holder of shares of **SPORTSPLEX O.P., INC.** corporate stock, shall be converted into and exchanged for 500 shares of **SPORTSPLEX, INC.** common stock, \$1.00 par value stock.

b. No fractional shares shall be issued in the merger but shall be rounded upward or downward, as the case may be, to the nearest whole share.

5. As soon as practicable after the effective date the surviving corporations shall issue and deliver, in accordance with Paragraph 4, to the shareholders of **SPORTSPLEX O.P., INC.** certificates for the number of whole shares of **SPORTSPLEX, INC.**'s stock to which they shall have become entitled under this agreement. After the effective date of the merger, each of those **SPORTSPLEX O.P., INC.** shareholders may surrender his or her certificate or certificates previously representing **SPORTSPLEX O.P., INC.** stock to the surviving corporation, and thereafter shall be entitled to receive in exchange

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a certificate or certificates representing the number of shares of **SPORTSPLEX, INC.'s** stock into which those shares of **SPORTSPLEX O.P., INC.** stock previously represented by the certificate or certificates so surrendered shall have been converted as above stated. Until so surrendered, each outstanding certificate that, before the effective date of merger, represented shares of **SPORTSPLEX O.P., INC.** stock shall be deemed for all corporate purposes, other than payment of dividends, to evidence ownership of the respective shares of **SPORTSPLEX, INC.'s** stock into which they shall have been converted. Unless and until that outstanding certificate, that before the effective date of the merger represented share of stock, shall be surrendered, no dividends payable to the holders of record of **SPORTSPLEX O.P., INC.** stock as of any date subsequent to the effective date of the merger shall be paid to the holders of the outstanding certificate there shall be paid to the record holder of the certificate for shares of **SPORTSPLEX O.P., INC.** stock into which those shares shall have been converted the amount of dividends that previously were payable from the effective date with respect to those shares of **SPORTSPLEX O.P., INC.** stock.

6. All shares of **SPORTSPLEX, INC.'s** stock for and into which shares of **SPORTSPLEX O.P., INC.** stock shall have been converted and exchanged

pursuant to this agreement shall be deemed to have been issued in full satisfaction of all rights pertaining to the converted and exchanged shares, except for rights of appraisal, if any, that the holders may have as dissenting shareholders. Unless the merger is abandoned, the holders of certificates formerly representing shares of **SPORTSPLEX O.P., INC.** stock outstanding immediately before the effective date shall cease on the effective date to be shareholders and shall have no rights with respect to the stock except the right to receive payment for it under the laws of the State of Florida, and their sole rights with respect to the **SPORTSPLEX, INC.'s** stock for and into which their shares of **SPORTSPLEX O.P., INC.** stock have been converted and exchanged by the merger shall be to perfect the rights of appraisal, if any, that the holders may have as dissenting shareholders.

7. **SPORTSPLEX O.P., INC.** and **SPORTSPLEX, INC.** shall each take all appropriate corporate action to comply with the applicable laws of the State of Florida and the State of Florida in connection with the contemplated merger.

8. Upon the effective date the transfer books of **SPORTSPLEX O.P., INC.** shall be closed and no transfer of shares of **SPORTSPLEX O.P., INC.** stock shall be made or consummated thereafter.

9. Prior to and from and after the effective date of constituent corporations shall take all action necessary or appropriate in order to effectuate the merger. In case at any time after the effective date the surviving corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable to vest in the surviving corporation full title to all properties, assets, rights, privileges, and franchises of **SPORTSPLEX O.P., INC.** the officers and directors of the constituent corporation shall execute and deliver all instruments and take all action the surviving corporation may determine to be necessary or desirable in order to vest in and confirm to the surviving corporation to and possession of all those properties, assets, privileges and franchises, and otherwise to carry out the purposes of this agreement.

10. **SPORTSPLEX O.P., INC.** represents and warrants to and agrees with **SPORTSPLEX, INC.** as follows:

a. **SPORTSPLEX O.P., INC.** is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and has full corporate power and authority to carry on its business as it is now being conducted and to own and lease property, and is duly qualified or authorized to do business and is in good standing in each jurisdiction in which

the character and location of the properties owned or leased by it or the nature of the business transacted by it makes those qualifications or authorizations necessary. **SPORTSPLEX O.P., INC.** is not presently being challenged as to its right to do business as presently conducted in any jurisdiction. The copies of the articles of incorporation, as amended to date, and the by-laws, as amended to date, of **SPORTSPLEX O.P., INC.** are true, correct and complete copies as now in full force and effect. No provision of those instruments nor any other instrument to which **SPORTSPLEX O.P., INC.** is subject to prohibits, limits or otherwise affects the right, power and authority of **SPORTSPLEX O.P., INC.** to enter into this agreement or to cause the consummation of the merger.

b. The authorized capitalization of **SPORTSPLEX O.P., INC.** consists of 5,000 shares of common stock, \$1.00 par value per share, of which 500 shares are presently outstanding, all of which are validly issued, fully paid and nonassessable. There are no existing options, warrants, convertible securities or similar rights granted by **SPORTSPLEX O.P., INC.** or any commitments or agreement of a similar nature to which **SPORTSPLEX O.P., INC.** is a party, relating to the authorized or issued stock of **SPORTSPLEX O.P., INC.**.

- c. **SPORTSPLEX O.P., INC.** presently has no subsidiaries.
- d. The execution, delivery and performance of this agreement has been duly and effectively authorized by the board of directors and shareholders of **SPORTSPLEX O.P., INC.** and **SPORTSPLEX, INC.**
- e. **SPORTSPLEX O.P., INC.** has delivered to **SPORTSPLEX, INC.** lists and descriptions identified in writing, which it certifies to be correct in all material respects, of the following:
  - (1) All real property owned, leased or otherwise used or occupied by **SPORTSPLEX O.P., INC.**;
  - (2) All presently existing contracts and commitments (including mortgages, leases, deeds of trust, loan and credit agreements, employment contracts or deferred compensation, pension, profit-sharing or retirement plans, and contract or commitments for the purchase or sale of products or services) imposing any obligation on **SPORTSPLEX O.P., INC.** or to which any of its properties is subject;
  - (3) All policies of insurance in force with respect to **SPORTSPLEX O.P., INC.** including, without restricting the generality of the foregoing, those covering its officers, properties, building, machinery, equipment, furniture, fixtures, products and operations;



(4) The names of, and salary (including commissions and bonuses) paid in the fiscal years ended December 31, 1999 and December 31, 2000, respectively, to all of the officers, directors and employees of **SPORTSPLEX O.P., INC.**;

(5) The name of each bank in which **SPORTSPLEX O.P., INC.** has an account or safe deposit box and the names of all persons authorized to draw on or have access to them; and

(6) The names of all personal, if any, holding a power of attorney from **SPORTSPLEX O.P., INC.**.

f. All negotiations relative to this agreement and the transactions contemplated by it have been carried on by **SPORTSPLEX O.P., INC.** directly with **SPORTSPLEX, INC.** without the intervention of any person in a manner that gives rise to any valid claim against any of the parties to this agreement for a brokerage or similar commission.

g. **SPORTSPLEX O.P., INC.** has filed all United States, foreign, state, county, local and other tax and duty returns and reports required to be filed and has paid all income, franchise, property, sales, employment ad valorem and other taxes and duties required to be paid in respect of the periods covered by those returns, and has set up reasonable and adequate

reserves for the payment of all taxes or duties required to be paid or anticipated to be required to be paid in respect of the periods subsequent to the last of those periods covered by the returns and prior to the effective date. **SPORTSPLEX O.P., INC.** is not delinquent in the payment of any taxes or duties, and has not requested any extension of time within which to file any tax return which return has not since been filed. No deficiencies for any duties, taxes, assessments or governmental charges have been threatened, asserted or assessed against **SPORTSPLEX O.P., INC..**

11. The location of the principal office of the surviving corporation is 450 Atlantic Blvd., Neptune Beach, Florida 32266.

12. This agreement embodies the entire agreement between the parties. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated or expressly provided for in this agreement.

13. This agreement is made pursuant to and shall be construed under the laws of the State of Florida. It shall inure to the benefit of and be binding upon **SPORTSPLEX, INC.** and their respective successors and assigns; nothing in this agreement, expressed or implied, is intended to confer upon any other person any rights or remedies upon or by reason of this agreement.

14. It is intended by all parties that this Plan and Agreement of Merger, and the transaction contemplated herein, shall qualify as a "Reorganization" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

IN WITNESS WHEREOF, the duly authorized officers of the constituent corporations **SPORTSPLEX, INC.**, and **SPORTSPLEX O.P., INC.**, acting through their duly authorized officers, all parties to this agreement, this 23rd day of February, 2001 have signed this plan and agreement of merger.

**SPORTSPLEX, INC.**, a Florida corporation

By: Mark Sanford  
Its \_\_\_\_\_ President

**SPORTSPLEX O.P., INC.**, a Florida corporation

By: Mark Sanford  
Its \_\_\_\_\_ President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of February, 2001, by Mark Sanford, President of **SPORTSPLEX, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me and who did (did not) take an oath.

NOTARY PUBLIC - STATE OF FLORIDA  
STEPHANIE T. WILLIAMS  
COMMISSION # CC815717  
EXPIRES 9/15/2002  
BONDED THRU ASA 1-888-NOTARY1

Stephanie T. Williams  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_