

1201 HAYS STREET
TALLAHASSEE, FL 32304-2600
904-224-0100
904-224-0101
P96000057097



RECEIVED

96 JUL -8 PM 12:07

PHOENIX HALL
LEGAL & FINANCIAL SERVICES ACCOUNT NO. : 072100000032 DIVISION OF CORPORATION

REFERENCE : 006640 9029A

AUTHORIZATION : Patricia Pyzdek

COST LIMIT : \$ 122.50

ORDER DATE : July 1, 1996

ORDER TIME : 11:26 AM

ORDER NO. : 006640

CUSTOMER NO: 9029A

400001886224

CUSTOMER: Kathy Moro, Legal Assistant
FRANK EFFMAN & WEINBERG, P.A.

Second Floor
8000 Peters Road
Plantation, FL 33324

DOMESTIC FILING

NAME: PHOENIX MANAGEMENT SERVICES,
INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Cindy Helentjaris

EXAMINER'S INITIALS:

cf 7/8/96

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
96 JUL -8 PM 1:20

EFFECTIVE DATE

7/1/96

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 JUL -8 PM 1:20

ARTICLES OF INCORPORATION
OF
PHOENIX MANAGEMENT SERVICES, INC.

The undersigned incorporator hereby forms a corporation under Chapter 607 of the laws of the State of Florida.

ARTICLE I. NAME

The name of the corporation shall be:

PHOENIX MANAGEMENT SERVICES, INC.

The address of the principal office of this corporation shall be 8000 Peters Road, Second Floor, Plantation, Florida 33324, and the mailing address of the corporation shall be the same.

ARTICLE II. NATURE OF BUSINESS

This corporation may engage or transact in any or all lawful activities or business permitted under the laws of the United States, the State of Florida or any other state, country, territory or nation.

ARTICLE III. CAPITAL STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is 400 shares of common stock having \$1.00 par value per share.

ARTICLE IV. REGISTERED AGENT

The street address of the initial registered office of the corporation shall be 8000 Peters Road, Plantation, Florida 32301, and the name of the initial registered agent of the corporation at that address is Steven A. Weinberg.

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually, effective July 1, 1996.

ARTICLE VI. INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation:

Corporation Service Company.
1201 Hays Street
Tallahassee, Florida 32301

IN WITNESS WHEREOF, the undersigned agent of Corporation Service Company, has hereunto set their hand and seal of Corporation Service Company on July 8, 1996.

CORPORATION SERVICE COMPANY

By: _____


Its Agent, Laura R. Dunlap

TLR/cah

CERTIFICATE OF DESIGNATION OF

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

96 JUL -8 PM 1:20

REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 607.0501 or 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

1. The name of the corporation is: PHOENIX MANAGEMENT SERVICES, INC.

2. The name and address of the registered agent and office is:

Steven A. Weinberg

(Name)

8000 Peters Road, Second Floor

(P.O. Box or Mail Drop Box **NOT** acceptable)

Plantation, Florida 33324

(City/State/Zip)

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.


(Signature)

Steven A. Weinberg

July 1, 1996

(Date)

P96000057097



ACCOUNT NO. : 072100000032

REFERENCE : 548083 9029A

AUTHORIZATION : Patricia Pujat

COST LIMIT : \$ 87.50 122.50

ORDER DATE : September 30, 1997

ORDER TIME : 9:56 AM

ORDER NO. : 548083-005

CUSTOMER NO: 9029A

000002307766--6

CUSTOMER: David Chenkin, Esq.
Frank Effman Weinberg & Black,
Second Floor
8000 Peters Road
Plantation, FL 33324

ARTICLES OF MERGER

CUSTOM PROPERTY MANAGEMENT OF
BRWD/DADE, INC.

INTO.

PHOENIX MANAGEMENT SERVICES,
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
PLAIN STAMPED COPY

CONTACT PERSON: Kim Clemons

EXAMINER'S INITIALS:

FILED
97 SEP 30 PM 2:04
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 SEP 30 AM 11:29
DIVISION OF CORPORATIONS

+02250, 00524, 00544, 00672

P96000057097

ARTICLES OF MERGER
Merger Sheet

.....
MERGING:

CUSTOM PROPERTY OF BRWD/DADE, INC., a Florida corporation S00087

INTO

PHOENIX MANAGEMENT SERVICES, INC., a Florida corporation,
P96000057097

File date: September 30, 1997

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

RESUBMIT
Please give original
submission date as file date.

October 1, 1997

CSC
1201 Hays Street
Tallahassee, FL 32301

SUBJECT: PHOENIX MANAGEMENT SERVICES, INC.
Ref. Number: P96000057097

We have received your document for PHOENIX MANAGEMENT SERVICES, INC. and the authorization to debit your account in the amount of \$87.50. However, the document has not been filed and is being returned for the following:

Please fill in the blank for the date of adoption on page 2 paragraph 5, and also the date of adoption on page 3 paragraph 2.2.

The name and title of the person signing the document must be noted beneath or opposite the signature.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Hogan
Corporate Specialist

Letter Number: 897A00048331

RECEIVED
97 OCT -3 PM 1:03
DIVISION OF CORPORATIONS

ARTICLES OF MERGER OF
CUSTOM PROPERTY MANAGEMENT of
BRWD/DADE, INC.,
a Florida Corporation, with and into
PHOENIX MANAGEMENT SERVICES, INC.,
a Florida Corporation

FILED
SEP 30 PM 2:02
TALLAHASSEE, FLORIDA

THE UNDERSIGNED CORPORATIONS do hereby execute the following Articles of Merger pursuant to Section 607.1101 et seq. of the Florida Business Corporation Act for the purpose of merging CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC., a Florida Corporation, with and into PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation.

1. The Name of each of the undersigned Corporations and the State in which each is incorporated are as follows:

<u>NAME OF CORPORATION</u>	<u>STATE OF INCORPORATION</u>
CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC.	Florida
PHOENIX MANAGEMENT SERVICES, INC.	Florida

2. The name which the Surviving Corporation is to have after the Merger will be "PHOENIX MANAGEMENT SERVICES, INC.".

3. The Merger is permitted under the laws of the State of Florida. CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC., a Florida Corporation, and PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation, have complied with the applicable provisions of the laws of the State of Florida.

4. The Agreement of Merger and Plan of Reorganization of CUSTOM PROPERTY MANAGEMENT of BRWD/DADE COUNTY, INC., a Florida Corporation and PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation, (the "Agreement and Plan of Reorganization"), is set

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8000 PETERS ROAD • PLANTATION, FL 33324

forth on Exhibit "A" attached hereto and incorporated herein by reference.

5. The Unanimous Board of Directors and all of the Shareholders of PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation, the Surviving Corporation in the Merger, approved and adopted the Agreement and Plan of Reorganization by written consent on August 18, 1997. CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC. also received the approval and adoption to the Agreement and Plan of Merger by its Board of Directors and Shareholders on the same date.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the Agreement and Plan of Reorganization were as follows:

NAME OF CORPORATION	# OF SHARES OUTSTANDING	# OF SHARES ENTITLED TO VOTE
PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation	54	54
CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC., a Florida Corporation	166	166

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

NAME OF CORPORATION	TOTAL SHARES VOTED FOR	TOTAL SHARES VOTED AGAINST
PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation	54	None
CUSTOM PROPERTY MANAGEMENT	166	None

of BRWD/DADE, INC.,
a Florida Corporation

8. The Charter of PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation, will not be amended in conjunction with this Merger.

9. The Articles of Merger and the Agreement and Plan of Reorganization incorporated herein by reference shall be effective upon filing in Florida, pursuant to Section 607.1101 et. seq., of the Florida Business Corporation Act, and the Merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation, and CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC., Florida Corporation, each thereunto duly authorized, as of the 18th day of August, 1997.

WITNESS:

PHOENIX MANAGEMENT SERVICES, INC.,
a Florida Corp.

Sheldon Goldberg
Attest: Secretary

BY: Sheldon Goldberg
SHELDON GOLDBERG President

CUSTOM PROPERTY MANAGEMENT of
BRWD/DADE, INC., a Fl. Corp.

Gabriel Hernandez
Attest: Secretary

BY: Gabriel Hernandez
GABRIEL HERNANDEZ President

WB43/1/0209.1
5/16/97

"EXHIBIT "A"

**Agreement of Acquisition, Merger
and Plan of Reorganization**

AGREEMENT OF MERGER AND PLAN
OF REORGANIZATION

THIS AGREEMENT of MERGER and PLAN of REORGANIZATION is dated the 18th day of August, 1997, by and between CUSTOM PROPERTY MANAGEMENT of BRWD/DADE, INC., a Florida Corporation (hereinafter called "CUSTOM"), and PHOENIX MANAGEMENT SERVICES, INC., a Florida Corporation, (hereinafter called "PMS").

R E C I T A L S:

WHEREAS, the Boards of Directors of CUSTOM and PMS have resolved that CUSTOM be merged pursuant to the Business Corporation Laws of the State of Florida into a single corporation existing under the laws of the State of Florida, to wit, PHOENIX MANAGEMENT SERVICES, INC., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("IRC"); and

WHEREAS, the authorized capital stock of CUSTOM consists of 500 Shares of Common Stock with a par value of \$1.00 per share (hereinafter called "CUSTOM Common Stock"), of which 166 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of PMS consists of 400 Shares of Common Stock with a par value of \$1.00 per share

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8000 PETERS ROAD • PLANTATION, FL 33324

(hereinafter called "PMS Common Stock"), of which 54 shares are issued and outstanding; and

WHEREAS, prior to the Merger of CUSTOM with and into PMS, the respective Boards of Directors of PMS agreed that PMS shall acquire all of the outstanding stock of CUSTOM for good and valuable consideration, the receipt of which is acknowledged; and

WHEREAS, the respective Unanimous Boards of Directors and all Shareholders of PMS and CUSTOM have approved the transactions described herein upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto hereby agree that in accordance with the Business Corporation Laws of the State of Florida, that CUSTOM shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single Corporation existing under the laws of the State of Florida, to wit, PHOENIX MANAGEMENT SERVICES, INC., which shall be the Surviving Corporation, and the Parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Recitals. The foregoing recitals are true and correct and incorporated herein by such reference.

2. Stockholder's Meetings; Filings; Effects of Merger.

2.1 Stockholders' Meeting. CUSTOM and PMS shall each

call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of Florida at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

2.2 Action by the Parties. On or before August 18, 1997, CUSTOM and PMS shall adopt this Agreement in accordance with the Business Corporation Law of the State of Florida.

2.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of CUSTOM and PMS in accordance with the Business Corporation Law of the State of Florida, and (b) this Agreement is not thereafter, and has not theretofore, been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Business Corporation Law of the State of Florida. Such filings shall be made on the same day. The Merger shall become effective upon the filing of the Articles of Merger, which date and time are herein referred to as the "Effective Date".

2.4 Certain Effects of Merger. On the Effective Date, the separate existence of CUSTOM shall cease, and shall be merged into PMS which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of CUSTOM; and all and singular, the rights, privileges, powers, and franchises of CUSTOM, and all property, real, personal, and mixed, and all

debts due to CUSTOM on whatever account, as well for stock subscriptions and all other things in action or belonging to CUSTOM, 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 CUSTOM, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction in CUSTOM shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of CUSTOM shall be preserved unimpaired, and all debts, liabilities and duties of CUSTOM shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of CUSTOM or the corresponding officers of the Surviving Corporation, may, in the name of CUSTOM, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to best, perfect, or confirm in the Surviving Corporation title to and possession of all CUSTOM property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; By-Laws.

3.1 Name of Surviving Corporation. The name of the

Surviving Corporation from and after the Effective Date shall be PHOENIX MANAGEMENT SERVICES, INC.

3.2 Certificate of Incorporation. The Certificate of Incorporation of PMS as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 By-Laws. The By-Laws of PMS, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of CUSTOM and the nature and amount of securities of PMS which the holders of shares of CUSTOM Common Stock are to receive in exchange for such shares are as follows:

4.1 CUSTOM Common Stock. Each one share of CUSTOM Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into .162650602 fully paid share of PMS Common Stock such that the 166 shares outstanding in custom are to be converted into 27 shares of PMS. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

5. Termination/Abandonment of Merger. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders or CUSTOM, if the Board of Directors of CUSTOM or PMS duly adopt a resolution abandoning this Agreement of Merger.

6. Miscellaneous Provisions.

6.1 Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being notified. However if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party set forth in the first paragraph of this Agreement (or such other address as may be designated by a Party by giving notice thereof to all other Parties) then such notice shall be deemed given on the date that it is turned over to the custody of the United States Postal Service.

6.2 Further Assurances. All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.

6.3 Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

6.4 Counterparts. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

6.5 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision hereof.

6.6 Completeness and Modification. This Agreement constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.

6.7 Severability. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

6.8 Governing Law/Venue/Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court or federal court located in Broward

County, Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the Parties at their respective addresses set forth in this Agreement.

6.9 Construction. Each Party has reviewed this Agreement and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement shall not apply.

6.10 Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors of the Stockholders and the Corporation. The Stockholders and all of those succeeding to interest under them agree, respectively, to make, execute and deliver any documents necessary to carry out this Agreement.

6.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees at the trial and at the appellate levels.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date referenced above.

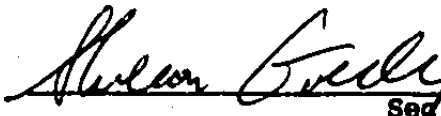
WITNESS:

CUSTOM PROPERTY MANAGEMENT of
BRWD/DADE, INC., a Florida
Corporation


Sec.

BY: 
GABRIEL HERNANDEZ President

PHOENIX MANAGEMENT SERVICES, INC.,
a Florida Corporation


Sec.

BY: 
SHELDON GOLDBERG President