

481500



**THE UNITED STATES
CORPORATION
COMPANY**

ACCOUNT NO. : 072100000032

REFERENCE : 661574 4303929

AUTHORIZATION : *Patricia Pignatelli*

COST LIMIT : \$ 122.50

ORDER DATE : January 8, 1998

ORDER TIME : 9:33 AM

ORDER NO. : 661574-005

CUSTOMER NO: 4303929

CUSTOMER: Ms. Jazmine Roman
Greenberg Traurig Hoffman
21st Floor
1221 Brickell Avenue
Miami, FL 33131-3238

800002393618--2

ARTICLES OF MERGER

PROFESSIONAL REPORTING SERVICE
INC.

Name	1/8/98
Availability	INTO
Document Examiner	MUDRICK, WITT, LEVY & CONSOR REPORTING AGENCY, INC.
Updater	<i>[Signature]</i>
Verifier	<i>[Signature]</i>
W.P. Verifier	<i>[Signature]</i>

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX

CERTIFIED COPY

PLAIN STAMPED COPY

W.P. Verifier

CONTACT PERSON: Cindy Harris

EXAMINER'S INITIALS: _____

FILED
98 JAN -8 PM 2:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
Merger name change

RECEIVED
98 JAN -8 AM 10:48
DIVISION OF CORPORATION

481500

ARTICLES OF MERGER
Merger Sheet

MERGING:

PROFESSIONAL REPORTING SERVICE, INC., a Florida corporation 465057

INTO

MUDRICK, WITT, LEVY & CONSOR REPORTING AGENCY, INC. which
changed its name to

MUDRICK WITT PROFESSIONAL REPORTING, INC., a Florida corporation,
481500

File date: January 8, 1998

Corporate Specialist: Annette Hogan

Account number: 072100000032

Account charged: 122.50

**ARTICLES OF MERGER
OF
PROFESSIONAL REPORTING SERVICE, INC.
INTO
MUDRICK, WITT, LEVY & CONSOR REPORTING AGENCY, INC.**

FILED
98 JAN -8 PM 2:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Sections 607.1101 and 607.1105 of the Florida Business Corporation Act, **PROFESSIONAL REPORTING SERVICE, INC.**, a Florida corporation ("PRS"), and **MUDRICK, WITT, LEVY & CONSOR REPORTING AGENCY, INC.**, a Florida corporation ("MWL&C"), adopt the following Articles of Merger for the purpose of merging PRS with and into MWL&C (the "Merger").

FIRST: The Plan of Merger is attached hereto as Exhibit "A".

SECOND: The Plan of Merger was adopted by the shareholders of PRS and MWL&C by unanimous written consent in accordance with the provisions of Sections 607.0704 and 607.1103 of the Florida Business Corporation Act as of 30 Dec, 1997.

THIRD: The Certificate of Incorporation of MWL&C as of the date hereof shall be the Certificate of Incorporation of the surviving corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the laws of the State of Florida; provided, however, Article I of MWL&C's Certificate of Incorporation is amended and restated as follows:

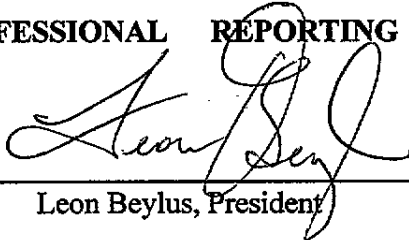
"Article I. Name

The name of this corporation shall be MUDRICK WITT PROFESSIONAL REPORTING, INC."

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of the parties hereto to be effective as of the 30 day of December, 1997.

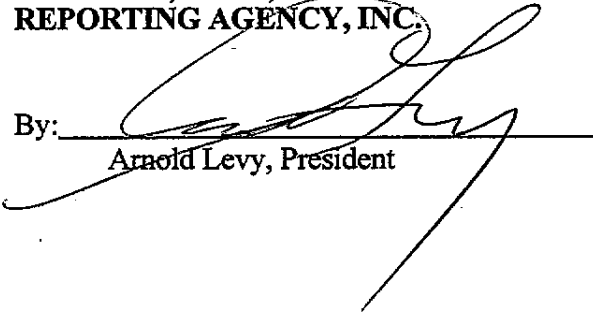
INC.

PROFESSIONAL REPORTING SERVICE,

By: 

Leon Beylus, President

MUDRICK, WITT, LEVY & CONSOR
REPORTING AGENCY, INC.

By: 

Arnold Levy, President

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into as of 30 Dec, 1997, by and among MUDRICK, WITT, LEVY & CONSOR REPORTING AGENCY, INC., a Florida corporation ("MWL&C" or the "Surviving Corporation") and PROFESSIONAL REPORTING SERVICE, INC., a Florida corporation ("PRS").

RECITALS:

- A. MWL&C and PRS are corporations organized and existing pursuant to the laws of the State of Florida.
- B. Murray J. Mudrick, Stuart H. Witt, Arnold Levy, and Judith F. Consor are the shareholders of MWL&C. Leon Beylus is the sole shareholder of PRS.
- C. MWL&C has a capitalization of One Hundred (100) authorized shares of \$1.00 par value common stock, of which thirty (30) shares are currently issued and outstanding.
- D. PRS has a capitalization of five hundred (500) authorized shares of \$1.00 par value common stock, of which two (2) shares are currently issued and outstanding.
- E. The Board of Directors and shareholders of each of MWL&C and PRS deem it advisable and in the best interest of each that PRS merge (the "Merger") with and into MWL&C as provided herein.

Agreement

NOW, THEREFORE, for and in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

1. The Merger

1.1 Manner of Merger. Subject to the terms and conditions of this Agreement, and on the Effective Date of the Merger (as hereinafter defined), PRS shall be merged with and into MWL&C, which shall be the Surviving Corporation. The corporate existence of MWL&C with all its purposes, powers and objects shall continue unaffected and unimpaired by the Merger; and as the Surviving Corporation, MWL&C shall be governed by the laws of the State

of Florida and succeed to all rights, assets, liabilities and obligations of PRS as set forth in the Florida Business Corporation Act (the "Florida Act"). The separate existence and corporate organization of PRS shall cease upon the Effective Date of the Merger and thereafter MWL&C shall continue as the Surviving Corporation under the laws of the State of Florida. The Surviving Corporation, without further act or deed, shall (i) have the purposes and shall possess all the rights, privileges, immunities, powers, franchises and authority, both public and private, and be subject to all the restrictions, disabilities, duties and liabilities of PRS and neither the rights of creditors nor any liens upon the property of PRS shall be impaired by the Merger; (ii) be vested with all assets and property, real, personal and mixed, and every interest therein, wherever located, belonging to PRS existing immediately prior to the Effective Date. The title to any real estate or any interest therein, vested in PRS shall not revert or in any way be impaired by reason of the Merger.

1.2 The Status and Conversion of Shares. The manner of converting the shares of PRS shall be as follows:

(a) Each share of PRS common stock issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger, be exchanged for and converted into 4.23 shares of common stock of MWL&C.

(b) The Certificate of Incorporation of MWL&C shall not be affected by the consummation of the Merger provided herein, except that Article I of MWL&C's Certificate of Incorporation shall be amended and restated, pursuant to the Articles of Merger, as follows:

"Article I. Name

The name of this corporation shall be MUDRICK WITT PROFESSIONAL REPORTING, INC."

2. Conditions to Consummation of the Merger

Consummation of the Merger is subject to each of PRS and MWL&C receiving all consents, orders and approvals and satisfaction of all other requirements prescribed by law that are necessary for the consummation of the Merger.

3. General

3.1 Effective Date of the Merger. The Merger shall become effective as of the filing of the Articles of Merger with the State of Florida. The term "Effective Date" or "Effective Date of the Merger" as used herein shall mean the date and time at which the Merger becomes effective. Each of the parties hereto hereby agrees to use its best efforts to do promptly all such acts and to take promptly all such measures as may be appropriate to enable it to perform the covenants and agreements herein provided to be performed by it in order to consummate the

Merger on such date.

3.2 Termination. At any time prior to the consummation of the Merger, this Agreement may be terminated and the Merger abandoned by the Board of Directors of each of PRS and MWL&C. In the event of the termination and abandonment pursuant to this Section 3.2, this Agreement shall become void and have no effect, without any liability on the part of any of the parties or their directors or officers or shareholders in respect of this Agreement and the transactions contemplated hereby.

3.3 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.4 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, in such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

3.5 Remedies.

(a) Any right and remedy belonging to PRS and MWL&C and arising in connection with the actions contemplated by this Agreement shall be pursued solely against PRS or MWL&C and not against their respective officers, directors or employees.

(b) In the event that any officer, director or employee of PRS or MWL&C becomes involved in any capacity in any action, proceeding or investigation in connection with the Merger, any or each of PRS or MWL&C shall advance to such person(s) all reasonable legal and other expenses incurred in connection therewith and shall also indemnify such person(s) against any losses, claims, damages or liabilities to which such person(s) may become subject in connection with this Agreement, except to the extent that such indemnification is prohibited by law.

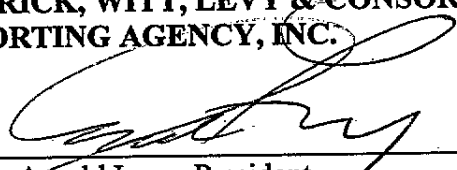
3.6 Entire Agreement; Modifications. This instrument contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing authorized by the respective Board of Directors and signed by the party to be charged, and then only to the extent set forth in such instrument.

3.7 Headings. The headings set forth herein are inserted for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of this Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

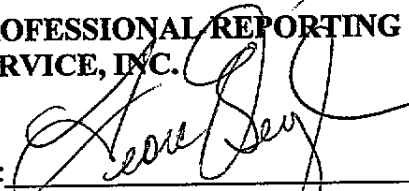
EXECUTED as of the day and year first above written.

**MUDRICK, WITT, LEVY & CONSOR
REPORTING AGENCY, INC.**

By: 

Arnold Levy, President

**PROFESSIONAL REPORTING
SERVICE, INC.**

By: 

Leon Beylus, President

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