

CT CORPORATION SYSTEM

329936

CORPORATION(S) NAME

- (1) TTV, Inc. with and into: Production Operators, Inc.
- (2) Transmission Systems, Inc. with and into: Production Operators, Inc. Operators, Inc.
- (3) Production Operators, Inc. with and into: Production Operators Corp.

01 DEC 18 PM 4:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

- | | | |
|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input checked="" type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| <input checked="" type="checkbox"/> Certified Copy | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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DIVISION OF CORPORATION

RECEIVED

Name _____ 12/18/01 Order#: 4993691
 Availability _____
 Document _____
 Examiner _____ Ref#: _____
 Updater _____
 Verifier _____
 W.P. Verifier _____ Amount: \$ _____

File 155

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

C. Coulliette DEC 19 2001

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*****78.75 *****78.75

ARTICLES OF MERGER
Merger Sheet

MERGING:

TTV, INC., a Texas corporation, not qualified

INTO

PRODUCTION OPERATORS, INC., a Florida entity, 329936

File date: December 18, 2001

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
TTV, INC., Texas Wholly-Owned Subsidiary
WITH AND INTO
PRODUCTION OPERATORS, INC., Florida Parent

FILED
01 DEC 18 PM 4:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the Florida parent business corporation and the foreign wholly-owned subsidiary business corporation named below do hereby adopt the following Articles of Merger.

1. Annexed hereto and made a part hereof is an Agreement and Plan of Merger, for merging TTV, Inc., a Texas corporation, into Production Operators, Inc., a Florida corporation, as approved by the Board of Directors of Production Operators, Inc. on December 18, 2001, and by the Board of Directors of TTV, Inc. on December 18, 2001.

2. The merger of TTV, Inc. with and into Production Operators, Inc. is permitted by the laws of the state of Texas, the jurisdiction of organization of TTV, Inc. and is in compliance with said laws.

3. As to Production Operators, Inc., the aforesaid Agreement and Plan of Merger was adopted in accordance with the provisions of the Florida Business Corporation Act on December 18, 2001.

4. Approval by the shareholders of TTV, Inc. and Production Operators, Inc. was not required for the merger.

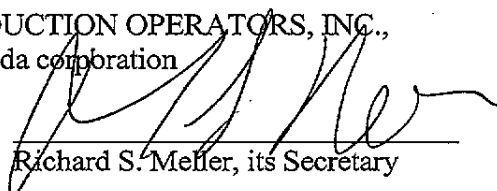
5. The merger shall be effective as of 5:00 p.m. Eastern Standard Time on December 18, 2001.

[signature page follows]

Executed on December 18, 2001.

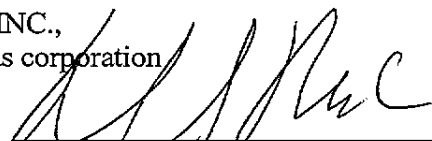
PRODUCTION OPERATORS, INC.,
a Florida corporation

By:


Richard S. Meller, its Secretary

TTV, INC.,
a Texas corporation

By:


Richard S. Meller, its Secretary

ARTICLES OF MERGER

of

**TTV, INC.,
a Texas corporation
(Subsidiary Corporation)**

with and into

**PRODUCTION OPERATORS, INC.,
a Florida corporation
(Parent Corporation)**

To the Secretary of State
State of Texas

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, the foreign parent corporation adopts the following articles of merger for the purpose of merging its Texas wholly-owned subsidiary corporation into said foreign parent corporation (the "Merger").

1. The name of the parent corporation is Production Operators, Inc. ("POI"), and the jurisdiction under which it is organized is the State of Florida.
2. The name of the subsidiary corporation is TTV, Inc. ("TTV"), and the jurisdiction under which it is organized is the State of Texas.
3. The number of outstanding shares of the subsidiary corporation is 1000 shares, all of which are of one class, and all of which are owned by the parent corporation.
4. The following is a copy of the resolution to merge the subsidiary corporation into the parent corporation as adopted by the Board of Directors of the parent corporation on December 18, 2001:

RESOLVED, that it is in the best interests of POI and its sole stockholder to complete the Merger;

FURTHER RESOLVED, that POI, as the owner of all the outstanding shares of TTV, Inc., a business corporation of the State of Texas, does hereby approve the Merger, the Agreement and Plan of Merger, and the terms and conditions set forth therein and the transactions and other documentation contemplated thereby, be, and hereby are adopted by the Board of Directors of POI;

FURTHER RESOLVED, that the President, the Chairman of the Board, the Treasurer, the Executive Vice President and the Secretary of POI acting singly, be, and each of them hereby is, authorized, empowered and directed to execute and deliver on behalf of POI, the Agreement and Plan of Merger and any and all documents, amendments, agreements and instruments to be executed by POI pursuant to the Agreement and Plan of Merger with such changes to the Agreement and Plan of Merger or any such other documents, amendments, agreements and instruments in the name and on behalf of POI, as in his or her judgment shall be necessary, proper and advisable to carry out fully the transactions contemplated by the Agreement and Plan of Merger and to carry out fully the intent and accomplish the purposes of the foregoing resolutions, on such terms and in such form as the officer executing the same shall approve.

5. The approval of the Agreement and Plan of Merger, attached hereto as Exhibit A, was duly authorized by all action required by the laws of Florida, under which Production Operators, Inc. was incorporated and by its constituent documents.
6. The surviving corporation is organized under the laws of the State of Florida, and the address, including street number, of its registered or principal office in such state is 110 North Magnolia Street, Tallahassee, Florida 32301.
7. The Merger shall be effective as of 5:00 p.m. Eastern Standard Time on December 18, 2001.

Executed on December 18, 2001.

PRODUCTION OPERATORS, INC.,
a Florida corporation

By: 

Name: Richard S. Meller

Its: Secretary

AGREEMENT AND PLAN OF MERGER

OF

TTV, INC.

(a Texas corporation)

WITH AND INTO

PRODUCTION OPERATORS, INC.

(a Florida corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated as of December 18, 2001 (the "Agreement") is entered into by and between TTV, Inc., a Texas corporation ("TTV"), and Production Operators, Inc., a Florida corporation ("POI").

RECITALS

WHEREAS, as of the date hereof, the authorized capital stock of TTV consists of 1000 shares of common stock, par value \$1.00 ("TTV Common Stock"), of which 1000 shares are issued and outstanding and owned by POI, and no shares are held in treasury;

WHEREAS, as of the date hereof, the authorized capital stock of POI consists of 5,000,000 shares of common stock, par value \$0.01 per share ("POI Common Stock"), of which 1,315,000 shares are issued and outstanding and no shares are held in treasury;

WHEREAS, Production Operators Corporation owns 100% of the outstanding common stock of POI, and POI owns 100% of the outstanding common stock of TTV;

WHEREAS, the respective Boards of Directors of POI and TTV deem it advisable and in the best interests of POI and TTV, respectively, and their respective shareholders, to merge (such transaction, the "Merger") TTV with and into POI pursuant to the provisions of Chapter 607 of the Florida Business Corporation Act ("FBCA") and Article 5 of the Texas Business Corporation Act ("TBCA"), and upon the terms and conditions hereinafter set forth;

WHEREAS, the Agreement has been approved by the unanimous written consent of the Board of Directors of TTV;

WHEREAS, the Agreement has been approved by the unanimous written consent of the Board of Directors of POI; and

WHEREAS, each of TTV and POI intends that (i) the Merger constitutes a "liquidation" within the meaning of Section 332 and 337 of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) the Agreement constitutes a "plan of liquidation" within the meaning of Sections 332 and 337 of the Code and (iii) POI constitutes an "80 Percent Distributee" within the meaning of Section 337 of the Code.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, TTV and POI hereby agree as follows:

AGREEMENT

1. The Merger. In accordance with Chapter 607 of the FBCA and Article 5 of the TBCA and subject to and upon the terms and conditions of this Agreement, TTV shall, at the Effective Time, as defined in Paragraph 2, be merged with and into POI, the separate corporate existence of TTV shall cease and POI shall continue as the surviving corporation. POI as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation." POI shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of POI shall continue unaffected by the Merger. At the Effective Time, as defined in Paragraph 2, the effect of the Merger shall be as provided in Chapter 607 of the FBCA and Article 5 of the TBCA.

2. Effective Time. The parties hereto shall cause separate Articles of Merger meeting the requirements of the TBCA and the FBCA to be executed and filed as soon as possible after this Agreement is approved by the boards of directors of each of TTV and POI as required by the TBCA and the FBCA. The Merger shall become effective at 5:00 p.m. Eastern Standard Time on December 18, 2001, following the filing of Articles of Merger relating hereto with the Secretary of State of each of the State of Florida and the State of Texas (the time of such filing being referred to herein as the "Effective Time").

3. Articles of Incorporation. The Articles of Incorporation (the "Articles of Incorporation") of POI as they exist at the Effective Time shall continue in full force and effect after the Effective Time as the articles of incorporation of the Surviving Corporation until amended as provided by the provisions thereof and the FBCA.

4. Bylaws. The Bylaws of POI (the "Bylaws") as they exist at the Effective Time shall continue in full force and effect after the Effective Time until amended as provided by the provisions thereof, the Articles of Incorporation and the FBCA.

5. Directors. The directors of POI immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

6. Officers. The officers of POI immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and the Bylaws of the Surviving Corporation or as otherwise provided by law.

7. Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of Chapter 607 of the FBCA and Article 5 of the TBCA. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of TTV or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of TTV and POI, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of TTV and POI or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

8. Franchise Taxes. The Surviving Corporation shall be responsible for the payment of all fees and franchise taxes as required by law and shall be obligated to pay such fees and franchise taxes if the same are not timely paid.

9. TTV Common Stock. Each share of TTV Common Stock which is issued and outstanding at the Effective Time shall be surrendered and extinguished.

10. Surviving Corporation Common Stock. Each share of POI Common Stock which is issued and outstanding at the Effective Time shall remain issued and outstanding.

11. Articles of Merger. TTV and POI agree that they will cause to be executed and filed and recorded any document or documents including, but not limited to, Articles of Merger, substantially in the form attached hereto as Annex A (the "Florida Articles of Merger"), and Articles of Merger, substantially in the form attached hereto as Annex B (the "Texas Articles of Merger"), prescribed by the laws of the State of Florida, the State of Texas and, if necessary, the laws of any other State, and that they will cause to be performed all necessary acts within the State of Florida, the State of Texas and elsewhere to effectuate the Merger.

12. Termination. This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of TTV or the Board of Directors of POI if such Board of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its shareholder. In the event of such termination and abandonment, this Agreement shall become void and neither TTV and POI nor their respective shareholders, directors or officers shall have any liability with respect to such termination and abandonment.

13. Amendment. At any time prior to the Effective Time, this Agreement may, to the extent permitted by the FBCA and the TBCA, be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

14. Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Florida.

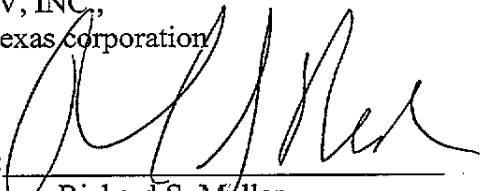
15. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

16. Entire Agreement. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

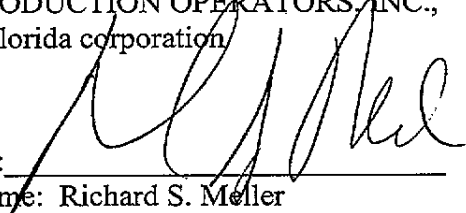
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

TTV, INC.,
a Texas corporation

By: 
Name: Richard S. Meller
Its: Secretary

PRODUCTION OPERATORS, INC.,
a Florida corporation

By: 
Name: Richard S. Meller
Its: Secretary