

329936

CT CORPORATION SYSTEM

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.

FILED
01 DEC 18 PM 5:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Profit

Amendment

Merger

Nonprofit

Foreign

Dissolution/Withdrawal

Mark

Reinstatement

Limited Partnership

Annual Report

Other

LLC

Name Registration

Change of RA

Fictitious Name

UCC

Certified Copy

Photocopies

CUS

Call When Ready

Call If Problem

After 4:30

Walk In

Will Wait

Pick Up

Mail Out

Name

12/18/01

Order#: 4993691

Availability _____

700004732127--1

Document

-12/19/01--01020--002

Examiner _____

Reff#: *****78.75 *****78.75

Updater _____

Verifier _____

W.P. Verifier _____

File 2nd

Amount: \$ _____

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

C. Coulliette DEC 19 2001

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRANSMISSION SYSTEMS, INC., a Delaware corporation not qualified

INTO

PRODUCTION OPERATORS, INC., a Florida entity, 329936

File date: December 18, 2001

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER
OF
TRANSMISSION SYSTEMS, INC.,
a Delaware corporation and wholly-owned Subsidiary
WITH AND INTO
PRODUCTION OPERATORS, INC., Florida Parent

FILED
01 DEC 18 PM 5:00
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 (the "Agreement") for merging Transmission Systems, Inc. ("TSI"), a Delaware corporation, into Production Operators, Inc. ("POI"), a Florida corporation, as approved by the Board of Directors of Production Operators, Inc. and by the Board of Directors of Transmission Systems, Inc. on December 18, 2001.
2. The merger of Transmission Systems, Inc. with and into Production Operators, Inc. is permitted by the laws of the state of Delaware, the jurisdiction of organization of Transmission Systems, Inc. and is in compliance with said laws.
3. As to Production Operators, Inc., the aforesaid Agreement was adopted in accordance with the provisions of the Florida Business Corporation Act on December 18, 2001.
4. Approval of the shareholders of Transmission Systems, Inc. and Production Operators, Inc. was not required for the merger.
5. The effective time for the merger is December 18, 2001 at 5:00 p.m. Eastern Standard Time.

[signature page follows]

Executed on December 18, 2001

PRODUCTION OPERATORS, INC.,
a Florida Corporation

By: 

Name: Richard S. Meller

Capacity: Secretary

TRANSMISSION SYSTEMS, INC.,
a Delaware corporation

By: 

Name: Richard S. Meller

Capacity: Secretary

AGREEMENT AND PLAN OF MERGER

OF

TRANSMISSION SYSTEMS, INC.

(a Delaware 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 Transmission Systems, Inc., a Delaware corporation ("TSI"), and Production Operators, Inc., a Florida corporation ("POI").

RECITALS

WHEREAS, as of the date hereof, the authorized capital stock of TSI consists of 1,000 shares of common stock, par value \$1.00 ("TSI Common Stock"), of which 1,000 shares were 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 all shares are issued and outstanding and no shares are held in treasury.

WHEREAS, Production Operators Corp. owns 100% of the outstanding common stock of POI, and POI owns 100% of the outstanding common stock of TSI;

WHEREAS, the respective Boards of Directors of POI and TSI deem it advisable and in the best interests of POI and its shareholder, and TSI and its stockholder to merge (such transaction, the "Merger") TSI with and into POI pursuant to the provisions of Chapter 607 of the Florida Business Corporation Act ("FBCA") and Section 153 of the Delaware General Corporation Law (the "DGCL"), and upon the terms and conditions hereinafter set forth;

WHEREAS, the Agreement and the transactions and other documentation contemplated thereby have been approved by the unanimous written consent of the Board of Directors of TSI;

WHEREAS, the Agreement and the transactions and other documentation contemplated thereby have been approved by the unanimous written consent of the Board of Directors of POI; and

WHEREAS, each of TSI 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, TSI and POI hereby agree as follows:

AGREEMENT

1. The Merger. In accordance with Chapter 607 of the FBCA and Section 153 of the DGCL and subject to and upon the terms and conditions of this Agreement, TSI shall, at the Effective Time, as defined in Paragraph 2, be merged with and into POI, the separate corporate existence of TSI 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 Section 159 of the DGCL.

2. Effective Time. The Merger shall become effective on December 19, 2001 at ___ p.m. Eastern Standard Time following the filing of a Certificate of Ownership and Merger relating hereto with the Secretary of State of the State of Delaware, and Articles of Merger relating hereto with the Secretary of State of the State of Florida (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 it exists 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 Section 153 of the DGCL. 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 TSI 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 TSI 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 TSI 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. TSI Common Stock. Each share of TSI 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. Florida Articles of Merger and Delaware Certificate of Ownership and Merger. TSI 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 a Certificate of Ownership and Merger, substantially in the form attached hereto as Annex B (the "Delaware Certificate of Ownership and Merger"), prescribed by the laws of the State of Florida, the State of Delaware 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 Delaware 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 TSI 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 stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither TSI nor POI nor their respective stockholders, 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 DGCL, 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.

TRANSMISSION SYSTEMS, INC.,
a Delaware corporation

By: 

Name: Richard S. Meller,
Title: Secretary

PRODUCTION OPERATORS, INC.,
a Florida corporation

By: 

Name: Richard S. Meller
Title: Secretary