



572917

ACCOUNT NO. : 072100000032

REFERENCE : 078822 4724975

AUTHORIZATION :

Patricia Puyat

COST LIMIT : \$ 70.00

ORDER DATE : December 24, 1998

700002723387-6

ORDER TIME : 11:46 AM

ORDER NO. : 078822-040

CUSTOMER NO: 4724975

CUSTOMER: Mr. John Emanuel
Edwards & Angell
90 State House Square 9th Flr
Hartford, CT 06103

ARTICLES OF MERGER

MATERIAL DAMAGE ADJUSTMENT
CORP. OF FLORIDA

INTO

MASTER MOTORIST PROGRAM, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Janna Wilson

EXAMINER'S INITIALS:

RECEIVED
98 DEC 28 PM 12:16
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED

merge
12/28/98

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

MASTER MOTORIST PROGRAM, INC., a FL corp., V50891

INTO

MATERIAL DAMAGE ADJUSTMENT CORP. OF FLORIDA, a Florida
corporation, J72917.

File date: December 28, 1998

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 70.00

STATE OF FLORIDA
ARTICLES OF MERGER

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

98 DEC 28 PM 3: 24

OF

MASTER MOTORIST PROGRAM, INC.

INTO

MATERIAL DAMAGE ADJUSTMENT CORP. OF FLORIDA

UNDER SECTION 607.1101 OF THE
FLORIDA BUSINESS CORPORATION ACT

The undersigned hereby certify:

1. MASTER MOTORIST PROGRAM, INC., a Florida corporation, shall merge with and into MATERIAL DAMAGE ADJUSTMENT CORP. OF FLORIDA, a Florida corporation, pursuant to which merger (the "Merger"), MATERIAL DAMAGE ADJUSTMENT CORP. OF FLORIDA shall survive the Merger.
2. The Agreement and Plan of Merger is attached hereto as Exhibit A.
3. The effective date of the Merger shall be the date on which the Articles of Merger are filed with the Department of State of the State of Florida.
4. The Merger was authorized in respect to Master Motorist Program, Inc. by the unanimous written consent of the holder of all of the issued and outstanding common shares of such corporation dated as of December 16, 1998.

The merger was authorized in respect of Material Damage Adjustment Corp. of Florida by the unanimous written consent of the holder of all of the issued and outstanding common shares of such corporation dated as of December 16, 1998.

IN WITNESS WHEREOF, we have signed this certificate as of this 22 day of December, 1998, and we affirm the statements herein as true under penalties of perjury.

MATERIAL DAMAGE ADJUSTMENT
CORP. OF FLORIDA

By: 

Name: Larry Isaacs

Title: President

MASTER MOTORIST PROGRAM, INC.

By: 

Name: Robert M. Wallach

Title: CEO

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, adopted pursuant to Section 607.1101 of the Florida Business Corporation Act, dated as of the 17th day of December, 1998, provides for and establishes the terms under which MASTER MOTORIST PROGRAM, INC., a Florida corporation (the "Merged Corporation"), will merge with and into MATERIAL DAMAGE ADJUSTMENT CORP. OF FLORIDA, a Florida corporation (the "Surviving Corporation").

SECTION I. Constituent Corporations. Master Motorist Program, Inc. shall merge with and into Material Damage Adjustment Corp. of Florida, pursuant to which merger (the "Merger"), Material Damage Adjustment Corp. of Florida shall be the surviving corporation. The name of the surviving corporation in the Merger is Material Damage Adjustment Corp. of Florida.

SECTION II. Terms and Conditions of the Proposed Merger. The Merger shall become effective upon the filing, by the Department of State of the State of Florida, of the articles of merger (the "Articles of Merger"). The time of the filing of the Articles of Merger is herein referred to as the "Effective Time of the Merger." At the Effective Time of the Merger, the separate corporate existence of the Merged Corporation shall cease and the Merged Corporation shall be merged with and into the Surviving Corporation. The Surviving Corporation shall succeed to all the rights, privileges, immunities, licenses and franchises, and all the property, real, personal and mixed, of the Merged Corporation, without the necessity for any separate transfers. The Surviving Corporation shall thereafter be responsible and liable for all liabilities and obligations of the Merged Corporation, and neither the rights of creditors nor any liens on the property of the Merged Corporation shall be impaired by the Merger.

SECTION III. Surviving Corporation Stock; Payment for Shares of Merged Corporation Stock. Each share of the Surviving Corporation stock issued and outstanding immediately prior to the Merger shall remain issued and outstanding following the Effective Time of the Merger. Each share of stock of the Merged Corporation issued and outstanding immediately prior to the Merger shall be canceled and retired at the Effective Time of the Merger without any further action.

SECTION IV. Certificate of Incorporation; Name of Surviving Corporation. The Certificate of Incorporation of the Surviving Corporation as of the Effective Time of the Merger shall continue to be the Certificate of Incorporation of the Surviving Corporation following the Effective Time of the Merger.

SECTION V. By-Laws of Surviving Corporation. The By-Laws of the Surviving Corporation as of the Effective Time of the Merger shall continue to be the By-Laws of the Surviving Corporation following the Effective Time of the Merger.

SECTION VI. Directors and Officers. The Directors and Officers of the Surviving Corporation as of the Effective Time of the Merger shall continue to be the Directors and

Officers of the Surviving Corporation following the Effective Time of the Merger, until their successors are duly elected and qualified. The Directors and Officers of the Merged Corporation as of the Effective Time of the Merger shall cease to serve as Directors and Officers of the Merged Corporation and have no further function in such capacities.

SECTION VII. Office of Surviving Corporation. The principal office of the Surviving Corporation as of the Effective Time of the Merger shall be the principal office of the Surviving Corporation following the Effective Time of the Merger.

SECTION VIII. Execution of Agreement. This Agreement and Plan of Merger may be executed in any number of counterparts, and each counterpart shall constitute an original instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by a duly authorized officer as of the date first above written.

MASTER MOTORIST PROGRAM INC.

By: 

Name: Robert M. Wallaen

Title: CEO

MATERIAL DAMAGE ADJUSTMENT CORP.
OF FLORIDA

By: 

Name: Larry Iasscs

Title: President