



LO100 0022078

ACCOUNT NO. : 072100000032

REFERENCE : 541975 3487A

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 90.00

ORDER DATE : December 27, 2001

ORDER TIME : 2:36 PM

ORDER NO. : 541975-005

CUSTOMER NO: 3487A

CUSTOMER: Ms. Talia R. Kohne
Icard Merrill Cullis Timm
Suite 600
2033 Main Street
Sarasota, FL 34237

*Effective Date
01-01-02*

01 DEC 27 PM 8:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

ARTICLES OF MERGER

WORKERS COMPENSATION.COM, INC.

INTO

LANCAS ACQUISITION, L.L.C.

RECEIVED
04 DEC 27 PM 3:17
DEPARTMENT OF STATE
DIVISION OF CORPORATE AFFAIRS
TALLAHASSEE, FLORIDA

600004741716--1

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Jeanine Reynolds EXT 1133
EXAMINER'S INITIALS:

*JB
12-28-01*

ARTICLES OF MERGER
Merger Sheet

MERGING:

WORKERS COMPENSATION.COM, INC., A FLORIDA ENTITY P99000047905

INTO

**LANCAS ACQUISITION, L.L.C. which changed its name to WORKERS
COMPENSATION.COM, L.L.C., a Florida entity, L01000022078**

File date: December 27, 2001, effective January 1, 2002

Corporate Specialist: Trevor Brumbley

Account number: 072100000032

- Amount charged: 90.00

01 FEB 27 10 06 25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

APPROVED
AND
FILED

**ARTICLES OF MERGER
OF
WORKERS COMPENSATION.COM, INC.,
A FLORIDA CORPORATION
INTO
LANCAS ACQUISITION, L.L.C.,
A FLORIDA LIMITED LIABILITY COMPANY**

Pursuant to the provisions of Section 607.1109, F.S. and Section 608.4382, F.S., Workers Compensation.com, Inc., a Florida corporation ("Disappearing Entity") and Lancas Acquisition, L.L.C., a Florida limited liability company ("Surviving Entity") (the Surviving Entity and Disappearing Entity are hereinafter referred to as the "Constituent Entities") adopt the following Articles of Merger:

1. **Name, Principal Office, Jurisdiction, and Type of Entity.** The exact name, street address of its principal office, jurisdiction, and entity type for each merging entity are as follows:

a. **Disappearing Entity:**

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Workers Compensation.com, Inc. 711 North Washington Boulevard Sarasota, FL 34230	Florida	Corporation
Florida Document/Registration Number: P99000047905 FEI Number: 65-0926561		

b. **Surviving Entity:**

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Lancas Acquisition, L.L.C. 711 North Washington Boulevard Sarasota, FL 34230	Florida	Limited Liability Company
Florida Document/Registration Number: L01000022078 FEI Number: applied for		

2. **Name, Principal Office, Jurisdiction, and Type of Entity of Surviving Entity.** The exact name, street address of its principal office, jurisdiction, and entity type of the Surviving Entity are as follows:

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CLERK OF CIRCUIT COURT
JUDICIAL CIRCUIT IN AND FOR
THE COUNTY OF SARASOTA
FLORIDA

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Name and Street Address

Jurisdiction

Entity Type

Workers Compensation.com, L.L.C.
f/k/a Lancas Acquisition, L.L.C.
711 North Washington Boulevard
Sarasota, FL 34230

Florida

Limited
Liability
Company

Florida Document/Registration Number: L01000022078
FEI Number: applied for

3. **Plan of Merger Requirements.** The Plan of Merger, annexed hereto as Exhibit 3 and made a part hereof ("Plan of Merger"), meets the requirements of Sections 607.1108, F.S., and 608.438, F.S., and was approved by each of the Constituent Entities that is a party to the Plan of Merger in accordance with Chapters 607 and 608, F.S.

4. **Method of Accomplishing the Merger.** Pursuant to the Plan of Merger, all issued and outstanding shares of Disappearing Entity's stock will be acquired by means of a merger of Disappearing Entity into Surviving Entity with Surviving Entity the surviving entity ("Merger").

5. Pursuant to Section 607.1105(1)(b), F.S. and Section 608.4382(1)(f), F.S., the date and time of the effectiveness of the Plan of Merger shall be on January 1, 2002, at 12:01 a.m., E.S.T.

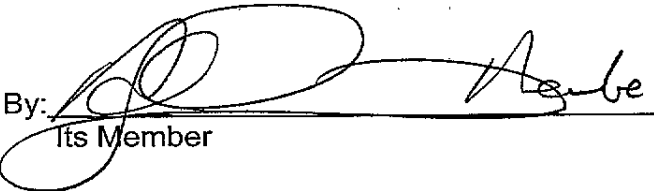
IN WITNESS WHEREOF, the parties hereto have executed these Articles of Merger as of December 19, 2001.

Workers Compensation.com, Inc., a Florida
corporation

By: 

Its Duly Authorized Officer

Workers Compensation.com, L.L.C. f/k/a
Lancas Acquisition, L.L.C., a Florida limited
liability company

By: 

Its Member

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EXHIBIT 3

PLAN OF MERGER BY AND BETWEEN WORKERS COMPENSATION.COM, INC., A FLORIDA CORPORATION AND LANCAS ACQUISITION, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY

THIS PLAN OF MERGER ("Agreement") is entered into as of December 20, 2001, between Workers Compensation.com, Inc., a Florida corporation (the "Disappearing Entity"), located at 711 North Washington Boulevard, Sarasota, FL 34230, and Lanco Acquisition, L.L.C., a Florida limited liability company (the "Surviving Entity"), located at 711 North Washington Boulevard, Sarasota, FL 34230 (collectively the "Constituent Entities"). The following Plan of Merger, which was adopted and approved by each party to the merger in accordance with Sections 607.1107 and 608.4381, F.S., is being submitted in accordance with Sections 607.1108 and 608.438, F.S.

RECITALS

A. The Disappearing Entity, by the original Articles of Incorporation of said corporation, filed in the Office of the Secretary of State of Florida, is presently authorized to issue one thousand (1,000) shares of common stock, having a par value of \$1.00 per share, of which one thousand (1,000) shares are duly issued and outstanding on the date hereof, and no shares of preferred stock.

B. The Surviving Entity, by the original Articles of Organization of said limited liability company, filed in the Office of the Secretary of State of Florida, presently has issued and outstanding one thousand (1,000) membership interests.

C. The Board of Directors of the Disappearing Entity and the Manager(s) and Members of the Surviving Entity deem it advisable that the Disappearing Entity be merged into the Surviving Entity, under and pursuant to the provisions of this Plan of Merger ("Plan") and in accordance with the applicable statutes of the State of Florida ("Merger").

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Constituent Entities hereby agree, pursuant to the applicable laws of the State of Florida, that the Disappearing Entity shall be, and it hereby is, as at the Effective Date of the Merger, merged into the Surviving Entity; and, that the terms and conditions of the Merger and the mode of carrying the same into effect are, and shall be, as follows:

1. Recitals. The foregoing Recitals are hereby ratified and confirmed, are true, correct and complete and are hereby incorporated herein.

2. Merger; Effectiveness. The name of the Surviving Entity shall be **Workers Compensation.com, L.L.C.** and shall be governed by the laws of the State of Florida. The purposes, powers and objects, identity, existence, privileges, franchises and immunities of the Surviving Entity are expanded in the Amended Articles of Organization of the Surviving

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Entity (set forth in Section 2 hereof), from and after the Effective Date of the Merger; and, the identity, existence, property, assets, rights, privileges, powers, franchises and immunities of the Disappearing Entity shall be merged with and into the Surviving Entity and the Surviving Entity shall be fully vested therewith. As of the Effective Date of the Merger, the separate existence of the corporate organization of the Disappearing Entity, except insofar as it may be continued by statute, shall cease, pursuant to the laws of the State of Florida.

2. Articles of Organization. From and after the Effective Date of the Merger, and until further amended as provided by the laws of the State of Florida, the Amended Articles of Organization of the Surviving Entity shall constitute the Articles of Organization of the Surviving Entity and are hereby further amended to read as follows:

**AMENDED ARTICLES OF ORGANIZATION
OF
LANCAS ACQUISITION, L.L.C.**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, F.S. Chapter 608, hereby makes, acknowledges, and files the following Articles of Organization.

ARTICLE I - NAME

The name of the limited liability company shall be Workers Compensation.com, L.L.C. ("Company").

ARTICLE II - PURPOSE AND POWER

The purpose for which the Company is organized is to own, operate and manage property, real, personal and mixed, of any kind or nature, and to otherwise conduct any lawful business to promote any lawful purpose, and to engage in any lawful act or activity, for which limited liability companies may be organized under the Florida Limited Liability Company Act, including, but not limited to, the purchase, development, sale, service, lease and management of personal and real properties of all kinds and descriptions.

The Company shall have the powers provided for a limited liability company under the Florida Limited Liability Company Act, and by applicable law. All such powers shall be exercised by or under the authority of, and the business and affairs of this Company shall be managed under the direction of the managers of the Company.

ARTICLE III - MAILING ADDRESS AND PRINCIPAL OFFICE

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The mailing address and street address of the principal office of the Company shall be 711 North Washington Boulevard, Sarasota, FL 34230.

ARTICLE IV - REGISTERED AGENT AND REGISTERED OFFICE

The name and street address of the registered agent of the Company in the State of Florida is Bruce P. Chapnick, Esq., Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., 2033 Main Street, Suite 600, Sarasota, FL 34237.

ARTICLE V - MANAGEMENT

The Company is to be a manager-managed company.

ARTICLE VI - OPERATING AGREEMENT

The Operating Agreement entered into by the members of the Company, and any amendments or restatements thereof, shall be in writing. No oral agreement among any of the members or managers of the Company shall be deemed or construed to constitute any portion of, or otherwise affect the interpretation of, the Operating Agreement of the Company, as amended and in existence from time to time.

This Agreement shall become effective on January 1, 2002, at 12:01 a.m., E.S.T. The term "Effective Date of the Merger" wherever used in this Agreement shall mean the Effective Date herein described.

3. Management. The name(s) and business address(es) of the Manager(s) for the Surviving Entity is/are:

<u>Name</u>	<u>Address</u>
Alex P. Lancaster	711 North Washington Boulevard Sarasota, FL 34230

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TALLAHASSEE, FLORIDA

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4. Distribution to Shareholder(s) and Member(s) of the Constituent Entities. The manner and basis of making distribution to the Shareholder(s) and Member(s) of the Constituent Entities, and the extinguishment or substitution for their shares and membership interests, as the case may be, shall be as follows:

The Shareholder(s) of the Disappearing Entity shall surrender their certificate or certificates for all their shares of stock in the Disappearing Entity to the Surviving Entity prior to the Effective Date of the Merger. Upon surrender to the Surviving Entity of the certificate or certificates of said shares of stock of the Disappearing Entity, said shares of stock shall be cancelled. As the Shareholder(s) of the Disappearing Entity and the Member(s) of the Surviving Entity are the only Shareholder(s) and Member(s) of both the Surviving Entity and

the Disappearing Entity and own the same percentage of the issued and outstanding shares of stock and membership interests of both the Surviving Entity and the Disappearing Entity, no additional membership interests of the Surviving Entity will be issued in exchange for the shares of stock of the Disappearing Entity so surrendered and cancelled, and subsequent to the Effective Date of the Merger, said Member(s) will continue as the only Members(s) of the Surviving Entity.

5. Satisfaction of Rights of Disappearing Entity Shareholders. All membership interests of the Surviving Entity, into which shares of stock of the Disappearing Entity shall have been or would have been converted and become exchangeable for under this Agreement, shall be deemed to have been paid in full satisfaction of such converted shares.

6. Fractional Membership Interests. Fractional membership interests of the Surviving Entity will not be issued. Any Member who shall be entitled to a fractional share greater than one-half ($\frac{1}{2}$) shall be entitled to one (1) additional membership interest, and any Member who shall be entitled to a fractional share equal to less than one-half ($\frac{1}{2}$) shall not receive any additional membership interests.

7. Effect of Merger.

a. On the Effective Date of the Merger, the Surviving Entity shall possess, all and singular, the rights, privileges, immunities, powers and franchises of a public, as well as of a private nature, and be subject to all the restrictions, disabilities and duties of the Constituent Entities, and all property, real, personal and mixed, of each of the Constituent Entities and all debts due either of the Constituent Entities on whatever account, as well as for stock or membership interest subscriptions and all other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Entity; and, all property, rights, privileges, powers and franchises, and all and every other interest shall be, thereafter, as effectually the property of the Surviving Entity as they were of the several and respective Constituent Entities, and the title to any real estate vested by deed or otherwise in either of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of the Constituent Entities shall thenceforth attach to the Surviving Entity and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Entity. The Surviving Entity may record a certified copy of the Articles of Merger in any county in which a Constituent Entity holds an interest in real property.

b. If, at any time after the Effective Date of the Merger, the Surviving Entity shall consider it to be advisable that any further conveyances, agreements, documents, instruments and assurances of law or any other things are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property, rights, privileges, powers and franchises of the Disappearing Entity or otherwise carry out

the provisions of this Agreement, the proper Directors and Officers of the Disappearing Entity last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments and assurances of law, and do all things necessary or proper to vest, perfect or confirm title to such property, rights, privileges, powers and franchises in the Surviving Entity, and otherwise to carry out the provisions of this Agreement.

8. Filing with the Florida Secretary of State. The Disappearing Entity and the Surviving Entity shall cause their respective Manager, Member(s), President or other duly designated officer to execute Articles of Merger in the form annexed to this Agreement, and upon the execution of this Agreement, shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles of Merger and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by the Surviving Entity to the Florida Secretary of State. In accordance with Section 607.1108 and Section 608.4382(1)(f), F.S., the Articles of Merger shall be deemed to be effective on the Effective Date of the Merger.

9. Termination; Abandonment. Notwithstanding the provisions hereof, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Date of the Merger as follows:

a. by mutual consent of the Board of Directors of the Disappearing Entity or by the Manager(s) and Member(s) of the Surviving Entity; and

b. by either the Board of Directors of the Disappearing Entity or by the Manager(s) and Member(s) of the Surviving Entity if the Merger shall not have been effected on or before the Effective Date of the Merger.

In the event of termination of this Agreement and abandonment of the Merger as aforesaid, pursuant to this Section, written notice thereof forthwith shall be given by such Constituent Entity to the other and thereupon this Agreement and the Merger shall become void and of no effect, without any liability on the part of either of the Constituent Entities or their respective Shareholders, Directors, Officers, Manager(s) and Member(s).

10. Amendment and Waiver. Either Constituent Entity, may, at any time prior to the Effective Date of the Merger, by appropriate action taken and duly authorized in accordance with applicable law, waive any of the terms or conditions of this Agreement or agree to an amendment or modification of this Agreement by an agreement, in writing, executed in the same manner (but not necessarily by the same persons) as this Agreement; provided, however, that after a favorable vote by the Shareholder(s) and Member(s) of a party hereto, any such action shall be taken by that party only if, in the opinion of its Directors, Officers or Manager(s) so acting, such amendment or modification will not have a material and adverse effect on the benefits intended under this Agreement for the Shareholder(s) and Member(s) of such party and will not require re-solicitation of any proxies of such Shareholder(s) and Member(s).

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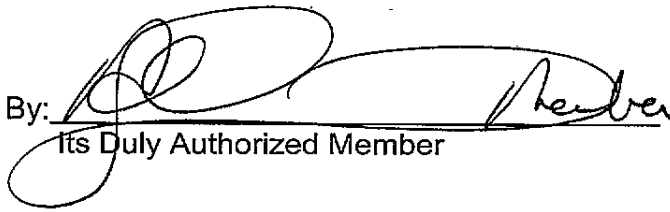
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11. Counterparts. For the convenience of the parties and to facilitate any required filing, this Agreement may be executed in one or more counterparts (including by means of telecopied signature pages), each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Constituent Entity has caused this Agreement to be executed by its appropriate duly authorized officer as of the date set forth above.

SURVIVING ENTITY:

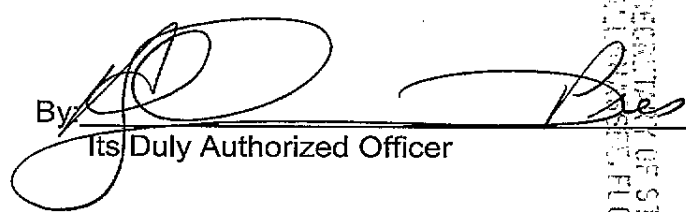
Workers Compensation.com, L.L.C.
f/k/a Lancas Acquisition, L.L.C.

By: 

Its Duly Authorized Member

DISAPPEARING ENTITY:

Workers Compensation.com, Inc.

By: 

Its Duly Authorized Officer

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TALLAHASSEE, FLORIDA

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