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WTS Risk, LLC

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Merger File _____

Art. of Amend. File _____

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**ARTICLES OF MERGER
OF WTS RISK, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
WITH WTS RISK COMP, INC.,
A FLORIDA CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER between WTS RISK, LLC, a Florida Limited Liability Company ("Survivor"), and WTS RISK COMP, INC., a Florida corporation ("Oldco").

Pursuant to §607.1109 of the *Florida Business Corporation Act* (the "Act"), Survivor and Oldco adopt the following Articles of Merger:

The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WTS Risk, LLC 930 Williston Park Pointe Drive Lake Mary, FL 32746 Florida Document Number: L04000050355	Florida	LLC
	FEI Number: 20-1834406	

<u>Name and Street</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WTS Risk Comp, Inc. 930 Williston Park Pointe Drive Lake Mary, FL 32746 Florida Document Number: P04000053470	Florida	Corporation
	FEI Number: 84-1642346	

The exact name, street address of its principle office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
WTS Risk, LLC 930 Williston Park Pointe Drive Lake Mary, FL 32746 Florida Document Number: L04000050355	Florida	LLC
	FEI Number: 20-1834406	

1. The Agreement and Plan of Merger dated July 13, 2004 ("Plan of Merger"), between WTS RISK, LLC ("Survivor"), and WTS RISK COMP, INC. ("Oldco") was approved and adopted by the members of Survivor in accordance with the applicable provisions of Florida Statutes, Chapter 608, the *Florida Limited Liability Company Act*, by a unanimous written consent in lieu of meeting, a true and correct copy of which is attached hereto as Exhibit "A", on July 13, 2004, and was approved and adopted by the shareholders of Oldco in accordance with the applicable provisions of Florida Statutes Chapter 607, the *Florida Business Corporation Act*, by a unanimous written consent in lieu of meeting, a true and correct copy of which is attached hereto as Exhibit "B", on July 13, 2004.

2. Pursuant to the Agreement and Plan of Merger, all issued and outstanding shares of Oldco's stock will be acquired by means of a merger of Oldco with Survivor, the surviving Florida Limited Liability Company. All shareholders of Oldco will immediately receive a pro rata percentage of the un-issued membership interests in

Survivor in accordance with their percentage holdings of shares of the common stock of Oldco.

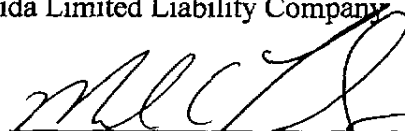
3. The Agreement and Plan of Merger is attached as Exhibit "C" and incorporated herein by reference as if fully set forth.

4. Pursuant to §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be upon the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands this 13th day of July, 2004.

WTS RISK, LLC
A Florida Limited Liability Company

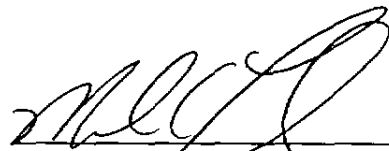
By:


Mark A. Lang, Sr., Managing Member and
Sole Member

"Survivor"

WTS RISK COMP, INC.
A Florida Corporation

By:


Mark A. Lang, Sr., President

"Oldco"

I hereby certify that this is a true and correct copy of the original document.
MARKEY & FOWLER, P.A.

WRITTEN CONSENT IN LIEU
OF
SPECIAL MEETING OF THE MEMBERS
OF
WTS RISK, LLC

By: Mark A. Lang

Pursuant to Florida Statutes § 608.4231, the undersigned, being the sole member and Managing Member of **WTS RISK, LLC**, (the "Company"), hereby consents, in lieu of a meeting, by this writing effective as of the last date set forth below, to take the following actions, adopts the following resolutions, and transacts the following business of the Company:

RESOLVED, that the Corporation merge with WTS RISK COMP, INC., a Florida corporation, pursuant to the Agreement and Plan of Merger, a copy of which is attached to this consent such that after said merger, the Company shall be the surviving entity; and

FURTHER RESOLVED, that the Agreement and Plan of Merger is approved and adopted; and


FURTHER RESOLVED, that any requirement meeting and any notice thereof or other action with respect to the approval of the aforementioned Agreement and Plan of Merger is waived hereby; and

FURTHER RESOLVED, that there is no provision in the Articles of Organization, Regulations/Operating Agreement, or in any document to which the Company is bound which limits the power or authority of the Company, its members, or its officers to take the foregoing actions; and

FURTHER RESOLVED, that the Managing Member of the Company, or any officer or employee of this Company designated by the Managing Member is hereby authorized to do such further acts and things as may be necessary or advisable, in his, her, or their judgment, to carry out the purposes of these Resolutions; and

FURTHER RESOLVED, that this action by consent shall be effective as of the date of execution hereof and shall be delivered to the Secretary of the Company for inclusion in the Company's Minutes or filing with the Company's records.

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Company, have executed this written consent on July 13, 2004.



Mark A. Lang, Sr., Sole Member and Managing Member

I hereby certify that this is a true and correct copy of the original document.
MARKEY & FOWLER, P.A.

**UNANIMOUS CONSENT OF
THE BOARD OF DIRECTORS OF
WTS RISK COMP, INC.**

By: *David E. Fowler*

The undersigned, being all of the Directors of WTS RISK COMP, INC. (the "Corporation"), hereby unanimously agree, adopt, consent to, and order the adoption of the following resolutions pursuant to Section 607.0821 of the *Florida Business Corporation Act*:

The undersigned waive all formal requirements, including the necessity of holding formal or informal meeting and any requirement that notice be given.

WHEREAS, the corporation desires to consummate a Merger (the "Merger") with WTS RISK, LLC a Florida Limited Liability Company in accordance with Section 607.1108 of the *Florida Business Corporation Act*; and

WHEREAS, the Corporation desires to effect said Merger on the terms and conditions set forth in the Agreement and Plan of Merger, the terms of which are incorporated herein by this reference; and

WHEREAS, it is the intent of the Corporation to carry on substantially all of the manner of business conducted by WTS RISK COMP, INC., having determined, however, that the advantages of a Florida Limited Liability Company are more conducive to successful business operations.

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Directors of the Corporation hereby determines that the merger of this Corporation with WTS RISK, LLC, a Florida Limited Liability Company ("Survivor"), upon the terms set forth in the Agreement and Plan of Merger submitted to this Board, a copy of which is attached hereto, is in the best interests of this Corporation and is recommended as acceptable to the Corporation's shareholders;

FURTHER RESOLVED, that the form and contents of the draft of the Agreement and Plan of Merger, to be entered into between this Corporation and Survivor, presented to this meeting is hereby approved and adopted; and

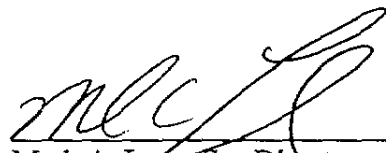
FURTHER RESOLVED, that the Chairman of the Board, the President, or any Vice President and the Secretary of this Corporation are authorized and directed in the name and on behalf of this Corporation to execute the Agreement and Plan of Merger in the form or substantially the form of the draft thereof presented to this meeting, with such changes therein as may be recommended by legal and tax counsel and as said officers may approve, their execution thereof to be conclusive evidence of such approval; and

FURTHER RESOLVED, that upon due approval of the Agreement and Plan of Merger by the shareholders of this Corporation and by the Members of Survivor, that the proper officers of this Corporation be and hereby are authorized and directed to file Articles of Merger in the State of Florida and such other certificates or documents as may be necessary or desirable to effectuate the Merger; and

FURTHER RESOLVED; that the proper officers of this Corporation be, and they hereby are, authorized and directed to take such additional action as may be necessary or desirable to effect the intent of the foregoing resolutions; and

FURTHER RESOLVED, that this Unanimous Consent be filed in this Corporation's minute books.

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board of Directors of the Corporation, have unanimously caused this consent to be executed as of July 13, 2004.


Mark A. Lang, Sr., Director

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated July 13, 2004, by and between WTS RISK COMP, INC., a Florida corporation (hereinafter called "Oldco"), and WTS RISK, LLC, a Florida limited liability company (hereinafter called "Newco").

WHEREAS, the Board of Oldco and the Members and Managing Member of Newco have resolved that Oldco be merged, pursuant to Section 607.1108 *et seq.* of the *Business Corporation Act* of the State of Florida, and Section 608.4382 of the *Florida Limited Liability Company Act* of the State of Florida, into a single limited liability company existing under the laws of the State of Florida, to wit, Newco, which shall be the Surviving Company (such limited liability company in its capacity as such surviving limited liability company being sometimes referred to herein as the "Surviving Company").

WHEREAS, the authorized capital stock of Oldco consists of Ten Thousand (10,000) shares of Common Stock with \$0.10 par value per share (hereinafter called "Oldco Common Stock"), one thousand (1,000) shares of which are issued and outstanding; and.

WHEREAS, the authorized capital stock of Newco consists of Ten Thousand (10,000) units of Membership Interests with a par value of \$0.10 per share (hereinafter called "Newco Unit Stock"), following which "merger" (as described hereafter) One Thousand (1,000) shares of which will be issued and outstanding; and

WHEREAS, the respective Shareholders and Boards of Directors of Oldco, and the member(s) and Managing Members of Newco have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the *Business Corporation Act* of the State of Florida and the *Florida Limited Liability Company Act* of the State of Florida that Oldco shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single limited liability company existing under the laws of the State of Florida, to wit, WTS RISK, LLC., a Florida limited liability company ("Newco"), which shall be the Surviving Company, and the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect.

1. **Shareholders' Meetings; Filings; Effects of Merger.**

1.1 **Oldco Shareholders' Consent.** Oldco shall call for a written consent of action in lieu of a meeting of its shareholders in accordance with the *Florida Business Corporation Act* of the State of Florida at the earliest practicable date, to consider and vote upon, among other matters, adoption of this Agreement. A true and correct copy of said consent shall be appended hereto as an exhibit upon its adoption.

1.2 NOT USED

1.3 **Filing of Articles and Certificate of Merger; Effective Date.** If (a) this Agreement is adopted by the shareholders of Oldco in accordance with the *Florida Business Corporation Act* of the State of Florida, (b) this Agreement has been adopted by the member(s) of Newco, in accordance with the *Florida Limited Liability Company Act* of the State of Florida, and (c) this Agreement is not thereafter, and has not theretofore been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the *Florida Business Corporation Act* of the State of Florida and the *Florida Limited Liability Company Act* of the State of Florida and upon execution of this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth therein and shall become an exhibit to such Articles. To the extent possible, such filings shall be made on the same day. The Merger shall become effective at 9:00 a.m. on the calendar day of such filing in Florida, which date and time are herein referred to as the "Effective Date".

1.4 **Certain Effects of Merger.** On the Effective Date, the separate existence of Oldco shall cease, and Oldco shall be merged into Newco which, as the Surviving Company, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of Oldco; and all and singular, the rights, privileges, powers, and franchises of Oldco, and all property, real, personal, and mixed, and all debts due to Oldco on whatever account, as well for stock subscriptions and all other things in action or belonging to Oldco, shall be vested in the Surviving Company; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter the property of the Surviving Company as they were of Oldco, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction, in Oldco, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of Oldco shall be preserved unimpaired, and all debts, liabilities, and duties of Oldco shall thence forth attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it, and as more particularly set forth in Section 608.4383 of the *Florida Limited Liability Company Act* of the State of Florida.

It is the intention of Newco to maintain a continuity of business enterprise and to continue to utilize substantially all of the operating and other assets of Oldco as a result of the Merger.

1.5 Supplemental Action. At any time, or from time to time, after the Effective Date, the last acting officers of Oldco or the corresponding officers of the Surviving Company, may, in the name of Oldco, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Company may deem necessary or desirable in order to vest, perfect, or confirm in the Surviving Company title to and possession of Oldco's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. **Name of Surviving Company; Articles of Organization; Regulations.**

2.1 Name of Surviving Company. The name of the Surviving Company from and after the Effective Date shall be **WTS RISK, LLC**.

2.2 Organization. The Articles of Organization of Newco as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Organization of the Surviving Company until changed or amended as provided by law.

2.3 Regulations/Operating Agreement. The Regulations of Newco, if any, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the Regulations of the Surviving Company until amended as provided therein and the new members of Newco shall agree to be bound by the terms of such Regulations.

3. **Status and Conversion of Securities.**

The manner and basis of converting the shares of the capital stock of Oldco and the nature and amount of securities of Newco which the holders of shares of Oldco Common Stock are to receive in exchange for such shares are as follows:

3.1 Oldco Common Stock. Each one share of Oldco Common Stock shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one fully paid membership unit of Newco, and outstanding certificates representing shares of Oldco Common Stock shall thereafter represent membership units of Newco. Such certificates may, but need not be, exchanged by the holders thereof after the Merger becomes effective for new certificates for the appropriate number of membership units bearing the name of the Surviving Company.

3.2 Satisfaction of Rights of Oldco Shareholders. All issued and outstanding membership units of Newco Common Stock into which shares of Oldco stock have been converted and become exchangeable for pursuant to this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Miscellaneous.

4.1 Termination of Agreement. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of Oldco, if the Board of Directors of Oldco or the Managing Member and member(s) of the Surviving Company duly adopt a resolution abandoning this Agreement of Merger.

4.2 Multiple Originals. For the convenience of the parties hereto and to facilitate the filing of this Agreement of Merger, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, all on the date first above written.

WTS RISK COMP, INC.,

Mark A. Lang, Sr., Secretary

(Seal)

By: Mark A. Lang, Sr., President


"Oldco"

The foregoing instrument was acknowledged before me under oath this 13th day of July, 2004, by Mark A. Lang, Sr., President and Secretary of WTS RISK COMP, INC., , a Florida corporation, on behalf of the corporation, who further swore that set forth above is his true signature.

(Seal)

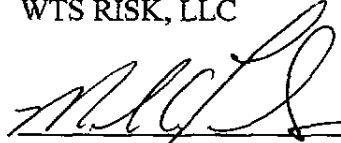
Diane Johnston
Diane Johnston
Printed Name
Notary Public Florida
Title

DIANE JOHNSTON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD310997
EXPIRES 7/20/2008
BONDED THRU 1-888-NOTARY1



WTS RISK, LLC

By:

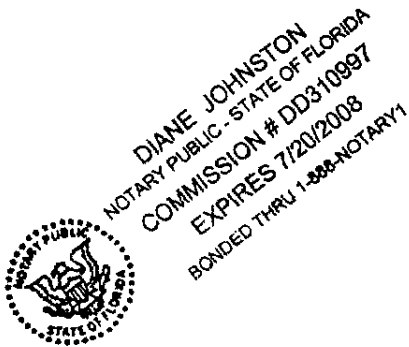


Mark A. Lang, Sr., Sole Member and
Managing Member
930 Williston Park Pointe Drive
Lake Mary, FL 32746

"Newco"

The foregoing instrument was acknowledged before me under oath this 13th day
of July, 2004, by Mark A. Lang, Sr., sole member and Managing
Member of WTS RISK, LLC, a Florida limited liability company, on behalf of the
company, who further swore that set forth above is his true signature.

(Seal)



Diane Johnston
Printed Name

Notary Public Florida
Title