

L05000075658

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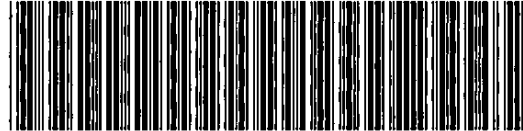
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November 29, 2006

VIA HAND DELIVERY

Division of Corporations
Department of State
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Certificate of Merger Merging **Panther/DCP Acquisition, LLC** with and into **PRC, LLC**
Our File No. 245038-1

Dear Madam or Sir:

Enclosed for filing are an original and one copy of the **Certificate of Merger** merging **PANTHER/DCP ACQUISITION, LLC** with and into **PRC, LLC** (Document # **L05000075658**). Please file this Certificate and issue a Certified Copy.

PLEASE MAKE THE EFFECTIVE DATE OF THIS MERGER THE DATE YOU RECEIVE THE CERTIFICATE (November 29, 2006). We will make any corrections necessary if you find the Certificate deficient in any way.

A check in the amount of \$80.00 is enclosed. Upon receipt of this request, please date-stamp the copy of the Certificate attached, and call me when the certified copy is ready for pick up. Thank you for your assistance in this matter.

Sincerely,

Mari-Jo Lewis-Wilkinson

Mari-Jo Lewis-Wilkinson
Paralegal

Enclosures

CERTIFICATE OF MERGER
Merging
PANTHER/DCP ACQUISITION, LLC
With and Into
PRC, LLC

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Sections 608.438, 608.4381, 608.4382 and 608.4383 of the Florida Limited Liability Company Act, **PANTHER/DCP ACQUISITION, LLC**, a Florida limited liability company (the "Target"), and **PRC, LLC**, a Florida limited liability company (the "Survivor"), hereby adopt the following Certificate of Merger ("Certificate of Merger"):

ARTICLE I

The name, type of entity and jurisdiction of each of the constituent limited liability companies are as follows:

L06000099808

<u>Name</u>	<u>Jurisdiction</u>	<u>Type of Entity</u>	<u>Reference</u>
PANTHER/DCP ACQUISITION, LLC	Florida	Limited Liability Company	Target
PRC, LLC (#L05000075658)	Florida	Limited Liability Company	Survivor

ARTICLE II

Effective immediately upon the date of filing of this Certificate of Merger with the Florida Department of State, the Target shall be merged with and into the Survivor, and the Survivor shall be the surviving limited liability company.

ARTICLE III

The Plan of Merger pursuant to which the Target shall merge with and into the Survivor (the "Plan of Merger") is attached hereto as Exhibit A and is incorporated herein and made a part hereof by reference.

ARTICLE IV

The Plan of Merger was adopted and approved by the written consent of the sole member of the Target as of the date hereof and by the written consent of the sole member of the Survivor as of the date hereof, in accordance with the applicable provisions of Chapter 608, *Florida Statutes*, and in accordance with the terms of the Articles of Organization and the Operating Regulations of the Target and the Articles of Organization and the Limited Liability Company Agreement of the Survivor. There are no dissenting members of the Target or the Survivor.

[Remainder of Page Intentionally Left Blank. Signature Page To Follow.]

IN WITNESS WHEREOF, this Certificate of Merger has been executed as of the 29
day of November, 2006.

TARGET:

PANTHER/DCP ACQUISITION, LLC, a Florida
limited liability company

By: John G. Hall

Name: John Hall

Its: Chief Executive Officer

SURVIVOR:

PRC, LLC, a Florida limited liability company

By: John G. Hall

Name: John Hall

Its: Chief Executive Officer

EXHIBIT A
PLAN OF MERGER
Merging
PANTHER/DCP ACQUISITION, LLC
With And Into
PRC, LLC

The following Plan of Merger was adopted and approved by all of the members of each party to the merger in accordance with Section 608.4381, *Florida Statutes*, and is being submitted in accordance with said Section and the relevant provisions of the Florida Limited Liability Company Act (the "Act").

ARTICLE 1

The exact name and jurisdiction of the **merging** party is as follows (the "Merging Entity"):

PANTHER/DCP ACQUISITION, LLC, a Florida limited liability company

ARTICLE 2

The exact name and jurisdiction of the **surviving entity** is as follows (the "Survivor"):

PRC, LLC, a Florida limited liability company

ARTICLE 3

The terms and conditions of the merger are as follows:

3.1 **The Merger.** The Merging Entity shall merge with and into Survivor (with such merger referred to herein as the "Merger") at the Effective Time (as defined below). From and after the Effective Time, the separate existence of the Merging Entity shall cease, and the Survivor shall continue as the surviving entity in the Merger and shall further continue its legal existence under the laws of the State of Florida.

3.2 **Effective Time.** The Merging Entity and the Survivor will cause a Certificate of Merger to be filed with the Florida Department of State (the "Merger Documents") in such form as required by, and executed in accordance with, the relevant provisions of the Act. The Merger shall become effective immediately on the date that the Merger Documents are filed with the Florida Department of State (the "Effective Time").

3.3 **Additional Action.** The Survivor shall, at any time after the Effective Time, take any necessary or desirable action, including executing and delivering any document, in the name and on behalf of either the Merging Entity or the Survivor, in order to vest or to perfect or confirm of record in

the Survivor the title to any property, rights, privileges, powers, licenses, and franchises of either the Merging Entity or the Survivor.

ARTICLE 4

4.1 **Manner and Basis of Converting Interests Generally.** Since the Merger is between a parent and subsidiary group of limited liability companies, where the subsidiary limited liability company is the survivor, this Article shall provide for the pro rata issuance of interests of the surviving subsidiary limited liability company to the holders of the interests of the merging parent limited liability company.

4.2 **Old Survivor Membership Interests.** As of the Effective Time, the membership interests in the Survivor issued and outstanding immediately prior thereto (each an "Old Survivor Interest") shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled.

4.2 **Merging Entity's Membership Interests.** As of the Effective Time, the membership interests in the Merging Entity issued and outstanding immediately prior thereto (each a "Merging Entity Interest") shall, by virtue of the Merger and without any action on the part of the holder thereof, be surrendered and canceled.

4.3 **Issuance of New Survivor Interests.** As of the Effective Time, and by virtue of the Merger, the Survivor shall issue new membership interests in the Survivor to the holders of any Merging Entity Interest, in the same number and proportion as the Merging Entity Interests issued and outstanding immediately prior to the Effective Time (each a "New Survivor Interest").

4.4 **No Conversion of Rights to Acquire.** Since there were no rights to acquire any membership interests of either the Merging Entity or the Survivor outstanding prior to the Effective Time, no conversion of such is necessary.

4.5 **Miscellaneous.**

(a) Except as otherwise explicitly set forth in this Article, no interest, dividends, or other distributions shall be payable with respect to any Merging Entity Interest or any Old Survivor Interest in connection with the Merger.

(b) From and after the Effective Time, no Merging Entity Interest nor any Old Survivor Interest shall be deemed issued or outstanding, and the holders thereof shall cease to have any rights with respect thereto, except as provided herein or by the Act. At the Effective Time, no actual surrender of any certificates or other indicia of ownership of the Merging Entity Interests or the Old Survivor Interests will be required; instead, from and after the Effective Time, all Merging Entity Interests and all Old Survivor Interests (but not the New Survivor Interests) shall be deemed for all purposes surrendered and canceled.

(c) At the Effective Time, the transfer books for the Merging Entity shall be closed and no transfer of Merging Entity Interests shall thereafter be made.

ARTICLE 5

5.1 **Rights and Obligations of the Merging Entity.** By virtue of the Merger, and in accordance with and insofar as permitted by the applicable provisions of the Act, from and after the Effective Time: (i) the Survivor shall possess all rights, privileges and powers of the Merging Entity, (ii) all property and assets of the Merging Entity shall vest in the Survivor without any further act or deed, and (iii) the Survivor shall assume and be liable for all liabilities and obligations of the Merging Entity.

5.2 **Survivor Articles of Organization.** The Articles of Organization of the Survivor in effect immediately prior to the Effective Time shall be the Articles of Organization of the Survivor immediately following the Merger.

5.3 **Survivor Operating Agreement.** The Limited Liability Company Agreement of the Survivor in effect immediately prior to the Effective Time shall be the operating agreement of the Survivor immediately following the Merger.

5.4 **Articles of Organization of the Merging Entity.** The Articles of Organization of the Merging Entity, filed with the Florida Department of State on October 12, 2006, shall be deemed terminated as of the Effective Time.

5.5 **Merging Entity's Organizational Agreements.** All other organizational agreements and instruments relating to the Merging Entity shall be deemed terminated as of the Effective Time.

5.6 **Management of the Survivor.** Pursuant to the terms of its Limited Liability Company Agreement, the right to manage the business and activities of the Survivor is vested in its members. The name and address of the Survivor's sole managing member after the Effective Time is as follows:

Panther/DCP Intermediate Holdings, LLC
c/o Diamond Castle Partners IV, L.P.
280 Park Avenue
New York, New York 10017

ARTICLE 6

6.1 **Amendment.** The Merging Entity and the Survivor may, by mutual consent, amend this Plan of Merger prior to the Effective Time; provided, however, that an amendment made subsequent to obtaining the requisite approval of this Plan of Merger by the members of the Merging Entity and the Survivor shall be subject to any restrictions contained in the Act. No amendment of any provision of this Plan of Merger shall be valid unless the same shall be in writing and signed by all of the members of the Merging Entity and the Survivor.

6.2 **Termination.** This Plan of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the Effective Time (whether

before or after requisite approval of the Plan of Merger has been obtained from the Merging Entity and the Survivor) upon mutual written consent of the Merging Entity and the Survivor.

6.3 **Member Approval.** The respective obligations of the Merging Entity and the Survivor to effect the Merger shall be subject to the Merging Entity and the Survivor obtaining the requisite approval of the members of the Merging Entity and the Survivor, respectively, prior to the Effective Time.

6.4 **Filing of the Merger Documents.** After obtaining such requisite approval by the members of the Merging Entity and the Survivor, the members and/or managers of the Survivor and the members and/or managers of the Merging Entity are hereby authorized and directed to cause the Merger Documents and all other required documents, if any, to be executed, filed and recorded and all other required action to be taken in order to consummate the Merger as of the Effective Time.