

M99738



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The MSR Group Inc.

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merged & name change

Certificate of Status

Certificate of Good Standing

ARTICLES OF INCORPORATION

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TALLAHASSEE, FLORIDA
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NEW FILINGS	
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<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A. Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Certificate of FICTITIOUS NAME

FICTITIOUS NAME SEARCH

CORP SEARCH

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Date: _____

*MSR
3/30/99*

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE MSR GROUP, INC., a Florida corporation P97000064242

INTO

MARKET SEGMENT RESEARCH & CONSULTING, INC. which changed its
name to

THE MSR GROUP, INC., a Florida corporation, M99738

File date: March 30, 1999

Corporate Specialist: Annette Ramsey

**ARTICLES OF MERGER
OF
THE MSR GROUP, INC.
INTO
MARKET SEGMENT RESEARCH & CONSULTING, INC.**

99 MAR 30 PM 12:41
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned Florida corporations adopt the following Articles of Merger pursuant to which The MSR Group, Inc. ("MSR Group"), a Florida corporation, shall be merged (the "Merger") with and into Market Segment Research & Consulting, Inc. ("Market Segment"), a Florida corporation:


1. Market Segment, a Florida corporation, shall be the surviving corporation of the Merger ("Surviving Corporation"). MSR Group, a Florida corporation, shall be the merging corporation ("Merging Corporation"). Upon consummation of the Merger, and pursuant to the Plan of Reorganization (as hereinafter defined), the name of the Surviving Corporation shall be The MSR Group, Inc.
2. A copy of the Agreement and Plan of Reorganization, dated as of the 29 day of March, 1999, to which each of the Merging Corporation and the Surviving Corporation is a party (the "Plan of Reorganization"), is attached hereto as Exhibit "A" and incorporated herein by reference.
3. The Merger shall become effective on the date the Articles of Merger are filed with the Department of State of the State of Florida.
4. The Plan of Reorganization was adopted by the shareholders of the Surviving Corporation by written consent without a meeting in the manner prescribed by the Act on March 29, 1999. The Plan of Reorganization was adopted by the shareholders of the Merging Corporation by written consent without a meeting in the manner prescribed by the Act on March 29, 1999.

IN WITNESSETH WHEREOF, these Articles of Merger have been executed as of the 29th day of March, 1999.

THE MSR GROUP, INC., a Florida corporation

By: 
Gary L. Berman, President

**MARKET SEGMENT RESEARCH
& CONSULTING, INC.**, a Florida corporation

By: 
Gary L. Berman, President

AGREEMENT AND PLAN OF REORGANIZATION

AGREEMENT AND PLAN OF REORGANIZATION, dated as of March 29, 1999 (the "Agreement"), by and between The MSR Group, Inc., a Florida corporation ("MSR"), and Market Segment Research & Consulting, Inc., a Florida corporation (the "Surviving Corporation").

WITNESSETH:

WHEREAS, the respective Boards of Directors of each MSR and the Surviving Corporation have determined that it is in the best interest of MSR, the Surviving Corporation and their respective stockholders that MSR merge with and into the Surviving Corporation (the "Merger") pursuant to the terms and conditions contained herein, and that the name of the Surviving Corporation be changed to "The MSR Group, Inc." upon the effective time of the Merger; and

WHEREAS, the authorized capital stock of MSR consists of 10,000 shares of common stock, par value \$.01 per share (the "MSR Common Stock"); and

WHEREAS, the authorized capital stock of the Surviving Corporation consists of 7,500 shares of common stock, par value \$1.00 per share (the "Surviving Corporation Common Stock"); and

WHEREAS, upon the effective time of the Merger, the par value of the the Surviving Corporation Common Stock will be reduced to one cent (\$.01) per share; and

WHEREAS, the Merger will be accomplished by MSR being merged with and into the Surviving Corporation pursuant to which (a) all of the outstanding shares of the Surviving Corporation Common Stock shall not be converted as a result of the Merger, and following the Effective Date (as hereinafter defined) all shares of the Surviving Corporation Common Stock heretofore authorized shall be authorized shares of the Surviving Corporation, and all shares of the Surviving Corporation Common Stock then outstanding, including shares, if any, held in the treasury of the Surviving Corporation, shall remain outstanding, shall be fully-paid and nonassessable by the Surviving Corporation, and shall be subject to all the provisions of this Agreement, and (b) all of the outstanding shares of MSR Common Stock outstanding immediately prior to the Merger will be canceled and no longer issued or outstanding; and

WHEREAS, MSR and the Surviving Corporation are entering into this Agreement to set forth the terms and conditions of the Merger.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound, the parties hereto agree as follows:

1. MERGER

1.1 **The Merger.** On the Effective Date, MSR will be merged with and into the Surviving Corporation under the terms of this Agreement, and the separate existence of MSR shall be merged into and continued in the Surviving Corporation. At the effective time of the Merger, the name of the the Surviving Corporation shall be changed to "The MSR Group, Inc."

1.2 Effects of the Merger.

(a) *Transfer of Assets and Liabilities.* Upon the consummation of the Merger, the separate corporate existence of MSR shall cease as a consequence of the Merger. On and after the Effective Date, all rights, franchises, property, powers and other interests (whether tangible or intangible) of each of MSR and the Surviving Corporation, and all obligations and liabilities thereof shall be transferred to, be vested in, and become the obligations of the Surviving Corporation by virtue of the Merger, without any deed or other instrument of transfer.

(b) *Articles of Incorporation and By-laws.* The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Merger, shall be the articles of incorporation of the Surviving Corporation (the "Articles of Incorporation"), except that (i) Article I thereof shall be deemed amended in the Merger to change the name of the Surviving Corporation to "The MSR Group, Inc.", and (ii) Article III thereof shall be deemed amended in the Merger to change the par value of the Surviving Corporation Common Stock to one cent (\$.01) per share. The amended and restated by-laws of the Surviving Corporation in effect immediately prior to the Merger shall be the by-laws of the Surviving Corporation (the "By-laws"), except that any references to the name of "Market Segment Research & Consulting, Inc." in such By-laws shall be changed to "The MSR Group, Inc.".

(c) *Name and Place of Business.* The business of the Surviving Corporation following the Merger shall be identical to that of the Surviving Corporation and MSR and shall be that of a Florida corporation organized for the purpose of transacting any and all lawful business.

(d) *Board of Directors.* After the Merger, the Board of Directors of the Surviving Corporation shall be identical to the Board of Directors of the Surviving Corporation immediately prior to the Effective Date.

(e) *Executive Officers.* After the Merger, the executive officers of the Surviving Corporation immediately prior to the Effective Date shall constitute the executive officers of the Surviving Corporation until such time as their respective successors have been elected and qualified.

1.3 Effective Date. Subject to the satisfaction or waiver of the conditions precedent set forth in Article 3 of this Agreement, the parties shall cause the Merger to become effective upon the filing of Articles of Merger, of which a copy of this Agreement shall be attached, with the Florida Secretary of State (the "Effective Date").

2. **CONVERSION OF STOCK**

2.1 Conversion of the Surviving Corporation Common Stock. On the Effective Date and as a result of the Merger, all outstanding shares of Surviving Corporation Common Stock shall, not be changed or converted, and shall hereafter be the authorized shares of the Surviving Corporation. Any shares of Surviving Corporation Common Stock not issued as of the Effective Date shall remain authorized but unissued shares of capital stock of the Surviving Corporation.

2.2 Conversion of MSR Common Stock. On the Effective Date and as a result of the Merger, each share of the MSR Common Stock issued and outstanding immediately prior to the Effective Date, shall be canceled and extinguished without any payment or other consideration made with respect thereto.

3. **CONDITIONS.** The obligations of the parties hereto to consummate the Merger and the other transactions contemplated hereby are subject to the satisfaction of each of the following conditions:

3.1 Board Approval. The authorization of this Agreement and the Merger by the respective Boards of Directors of MSR and the Surviving Corporation shall not have been revoked or adversely modified.

3.2 Stockholder Approval. This Agreement and the Merger shall have been duly approved and adopted by the affirmative votes of the holders of a majority of the outstanding shares of the MSR Common Stock and holders of a majority of the outstanding shares of the Surviving Corporation Common Stock.

3.3 Other Approvals. All other consents and approvals and the satisfaction of all other requirements that are necessary, in the opinion of MSR or the Surviving Corporation, for the consummation of the Merger shall have been obtained.

4. **MISCELLANEOUS**

4.1 Successors. This Agreement shall be binding on the respective successors of MSR and Surviving Corporation.

4.2 Counterparts. This Agreement may be executed in one or more counterparts.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the Boards of Directors of the parties hereto have approved this Agreement and the duly authorized officers of each have executed this Agreement on their behalf as of the date first above written.

THE MSR GROUP, INC.

By: 
Gary L. Berman, President

**MARKET SEGMENT RESEARCH &
CONSULTING, INC.**

By: 
Gary L. Berman, President