

N25154



ACCOUNT NO. : 072100000032

REFERENCE : 875291 3500240

AUTHORIZATION : *Patricia Pigato*

COST LIMIT : \$ 70.00

98 JUN 30 PM 3:18
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ORDER DATE : June 30, 1998

ORDER TIME : 10:52 AM

ORDER NO. : 875291-005

CUSTOMER NO: 3500240

CUSTOMER: Caroline Gaudet, Esq
Steptoe & Johnson LLP
1330 Connecticut Avenue, N.W.

Washington, DC 20036

300002576113--8

ARTICLES OF MERGER

MPI-1, INC.

INTO

MPI TWO, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Christopher Smith

EXAMINER'S INITIALS: *CC*

Merger

7-2-98

98 JUN 30 AM 11:22
DIVISION OF CORPORATION
RECEIVED

ARTICLES OF MERGER
Merger Sheet

MERGING:

MPI-I, INC., a Florida corporation, N25154

INTO

MPI TWO, INC., corporation not qualified in Florida.

File date: June 30, 1998

Corporate Specialist: Cheryl Coulliette



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

July 1, 1998

CSC

TALLAHASSEE, FL

Ref. Number: N25454

*please file with a
date of 6-30-98*

RESUBMIT

Please give original
submission date as file date.

We have received your document for and the authorization to debit your account in the amount of \$. However, the document has not been filed and is being returned for the following:

The merger must contain the appropriate approval: If the members have voting rights, as to each corporation:

(1) the date of the meeting of members at which the plan of merger was adopted *5-27-98*

(2) a statement that the number of votes cast for the merger was sufficient for approval, and

(3) the vote on the plan - or a statement that such plan was adopted by written consent and executed in accordance with section 617.0701, Florida Statutes.

*See
#2*

When there are no members entitled to vote, as to each corporation:

(1) a statement that there are no members or members entitled to vote,

(2) the date of adoption of the plan by the board of directors, and

(3) the number of directors then in office and the vote for the plan.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 998A00035703

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DIVISION OF CORPORATIONS
98 JUL -2 AM 9:18

**ARTICLES OF MERGER
OF MPI-1, INC. INTO MPI TWO, INC.**

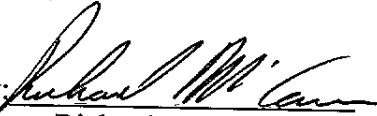
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MPI-1, INC. and MPI TWO, INC. hereby certify that:

- (1) The exact text of the Agreement and Plan of Merger between MPI-1, Inc. and MPI Two, Inc. is attached hereto as Exhibit A.
- (2) The Agreement and Plan of Merger was duly adopted by the members of MPI-1, Inc. at a Special Meeting of Members held on May 27, 1998. The number of votes cast in favor of the merger at such meeting was sufficient for approval of the merger. At the Special Meeting, 176 MPI-1 Members voted in favor of the Agreement and Plan of Merger and 0 MPI-1 Members dissented.
- (3) MPI Two, Inc. has no members entitled to vote on a plan of merger. The Agreement and Plan of Merger was duly adopted by the Board of Directors of MPI Two, Inc. by unanimous written consent. There were seven Directors then in office. The Agreement and Plan of Merger was adopted by the members of MPI Two, Inc. on June 29, 1998.
- (3) The effective date of the merger is the date on which these Articles of Merger are filed with the Department of State of the State of Florida and a certificate of merger is filed with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, MPI-1, Inc. and MPI Two, Inc. have caused this certificate to be signed by their respective authorized officers on the 29th day of June, 1998.

MPI-1, INC.

By: 
Name: Richard McCann
Title: President

MPI TWO, INC.


By: 
Name: Richard McCann
Title: President

Exhibit A.

**AGREEMENT AND PLAN OF MERGER
OF MPI-1, INC. INTO MPI TWO, INC.**

AGREEMENT AND PLAN OF MERGER dated as of June 29, 1998 (this "Agreement"), by and between MPI-1, INC., a Florida nonstock, not-for-profit corporation ("MPI"), and MPI Two, Inc., a Delaware nonstock corporation ("MPI Two").

WHEREAS, MPI is a nonstock, not-for-profit corporation duly organized and existing under the laws of the State of Florida, having been incorporated on March 8, 1988;

WHEREAS, MPI Two is a nonstock corporation duly organized and existing under the laws of the State of Delaware, having been incorporated on June 24, 1998;

WHEREAS, the respective Boards of Directors of MPI and MPI Two and the Members of MPI have approved the merger of MPI into MPI Two (the "Merger"), upon the terms and subject to the conditions set forth in this Agreement and the Members of MPI Two have no voting rights;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1. THE MERGER. At the Effective Time of the Merger (as defined in Section 3 hereof), upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Chapter 617, Florida Statutes (the "Florida Act") and the General Corporation Law of the State of Delaware (the "Delaware Act"), MPI shall be merged with and into MPI Two. MPI Two shall be the surviving corporation in accordance with this Agreement. The corporate and separate existence of MPI shall thereupon cease. The corporate existence of MPI Two with all of its purposes, powers and objects shall continue unaffected and unimpaired by the merger.

2. CLOSING. Upon the terms and subject to the conditions of this Agreement, the closing of the Merger (the "Closing") shall take place at 11:00 a.m. on JUNE 29, 1998 (the "Closing Date") at the offices of Pennington, Moore, Wilkinson, Bell & Dunbar, P.A., unless another time, date or place is agreed to in writing by the parties hereto.

3. EFFECTIVE TIME OF THE MERGER. Upon the Closing, the parties shall file a certificate of merger, substantially in the form attached hereto as Exhibit A (the "Certificate of Merger"), with the Secretary of State of the State of Delaware and articles of merger, substantially in the form attached hereto as Exhibit B (the "Articles of Merger"), with the Department of State of the State of Florida, each executed in accordance with the relevant provisions of the Delaware Act and the Florida Act, and shall make all other filings, recordings or publications required under the Delaware Act or the Florida Act in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware and the Articles of Merger are duly

filed with the Department of State of the State of Florida, or at such other time as the parties may agree and specify in the Certificate of Merger and the Articles of Merger (the time at which the Merger becomes effective, the "Effective Time of the Merger").

4. EFFECTS OF THE MERGER. The Merger shall have the effects set forth in Section 259 of the Delaware Act and Section 617.1106, Florida Statutes.

5. SURVIVING CORPORATION. Following the Merger, the separate corporate existence of MPI shall cease and MPI Two shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and possess without further act or deed, all of the estate, rights, privileges and powers, both public and private, and all of the property, real, personal and mixed, of each of the parties hereto; all debts due to MPI shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either of the parties hereto shall be as effectively the property of the Surviving Corporation as they were of the respective parties hereto; the title to any real estate vested by deed or otherwise in MPI shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either of the parties hereto shall be reserved unimpaired, limited in lien to the property affected by such lien at the effective time of the merger; all debts, liabilities and duties of either of the parties shall be vested in the Surviving Corporation as if such debts, liabilities or duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each of the parties hereto against all such debts, liabilities and duties and against all claims and demands arising out of the merger, all in accordance with the Delaware Act and the Florida Act. The Surviving Corporation shall continue to be governed by the laws of the State of Delaware.

6. CERTIFICATE OF INCORPORATION. The Certificate of Incorporation of MPI Two as in effect immediately prior to the Effective Time of the Merger shall be the Certificate of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

7. BYLAWS. The Bylaws of MPI Two as in effect immediately prior to the Effective Time of the Merger shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

8. DIRECTORS. The individual or individuals who are the directors of MPI Two immediately prior to the Effective Time of the Merger shall be the director or directors of the Surviving Corporation until thereafter they cease to be directors in accordance with the Delaware Act and the Certificate of Incorporation and Bylaws of the Surviving Corporation

9. OFFICERS. The individuals who are the officers of MPI Two immediately prior to the Effective Time of the Merger shall be the officers of the Surviving Corporation until thereafter they cease to be officers in accordance with the Delaware Act and the Certificate of Incorporation and Bylaws of the Surviving Corporation.

10. EFFECT OF THE MERGER ON MEMBERSHIP INTERESTS. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of any member of MPI or MPI Two, each individual who was a member of MPI immediately prior to the Effective Time of the Merger shall become a member of the Surviving Corporation and shall be entitled to those rights afforded to members under the Certificate of Incorporation and Bylaws of the Surviving Corporation and the Delaware Act.

11. SERVICE OF PROCESS ON SURVIVING CORPORATION. The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of MPI as well as for the enforcement of any obligation of the Surviving Corporation arising from the Merger.

12. TERMINATION. This Agreement may be terminated and abandoned by action of the Board of Directors of MPI at any time prior to the Effective Time of the Merger, whether before or after approval by the members of MPI.

13. PLAN OF REORGANIZATION. This Agreement constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions herein set forth.

14. FURTHER ASSURANCES OF TITLE. If at any time the Surviving Corporation shall consider or be advised that any acknowledgements or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to the Surviving Corporation any right, title or interest of MPI held immediately prior to the Effective Time of the Merger, MPI shall and will execute and deliver all such acknowledgements or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in the Surviving Corporation as shall be necessary to carry out the purposes of this Agreement, and the Surviving Corporation and the proper officers and directors thereof are fully authorized to take any and all such action in the name of MPI or otherwise.

15. ASSETS, LIABILITIES, RESERVES, ACCOUNTS, ETC. At the Effective Time of the Merger, the assets, liabilities, reserves and accounts of each corporation shall be taken on the books of the Surviving Corporation at the amounts at which they respectively, shall then be carried on the books of said corporations subject to such adjustments, if any, as may be appropriate in giving effect to the Merger.

16. GENERAL PROVISIONS

(a) No Rights or Remedies in Third Parties. Except as otherwise expressly provided in this Agreement, nothing herein expressed or implied is intended, or shall be construed, to confer on or to give any person, firm or corporation other than MPI and MPI Two any rights or remedies under or by reason of this Agreement.

(b) Execution of Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute but one Agreement.

(c) Entire Agreement. This Agreement, including the documents and instruments referred to herein (a) constitutes the entire agreement and supercedes all other prior agreements and understandings, both written and oral, between the parties, with respect to the subject matter hereof; (b) is not intended to confer on any other person any rights or remedies hereunder; and (c) shall not be assigned by operation or law or otherwise.

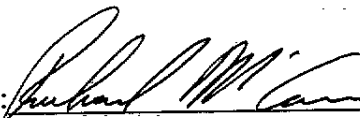
(d) Severability. In the event that, for any reason, any provision of this Agreement is construed to be invalid, the invalidity of such provision is not to be considered or held to impair or invalidate any other provision of this Agreement.

(e) Filing of Required Documents. The parties each hereby agree to file in a timely manner such documents as are required, in the opinion of their counsel, to be filed with any applicable governmental authority.

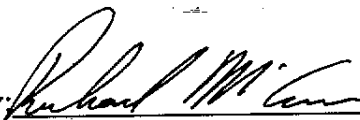
(f) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first above written.

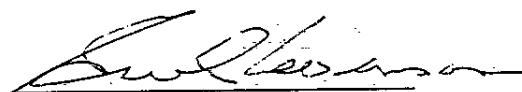
MPI-1, INC.

By: 
Name: Richard McCann
Title: President

MPI TWO, INC.

By: 
Name: Richard McCann
Title: President

The Undersigned, secretary of MPI Two, Inc., hereby certifies that the Board of Directors of MPI Two, Inc. adopted this Agreement by unanimous written consent.


Ted Stevenson