

P93000058930

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A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELLORS AT LAW
710 WEST AVENUE
AUSTIN, TEXAS 78701
(512) 474-1801

DAVID R. SAPP*
GAY N. SAPP
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April 29, 1997

VIA UPS #N155 9902 55 0

Secretary of State
Division of Corporations
Capitol Plaza Level, Room 2
Tallahassee, FL 32399

RE: R C Search, Inc.

300002162623--6
-05/01/97--01130--003
*****70.00 *****70.00

Dear Secretary:

I enclose for filing the following documents:

1. Articles of Merger of R C Search, Inc. a Florida corporation with and into R C Search, Inc., a Texas corporation;
2. Plan of Merger of R C Search, Inc, a Florida corporation with and into R C Search, Inc., a Texas corporation; and
3. Our check payable to Secretary of State in the amount of \$70.00.

We would appreciate it if you would file these documents and return a file marked copy to us.
Thank you very much for your aid in this matter.

Yours very truly,


David R. Sapp

DRS/es
Enclosures

Merger

LFT

6-13-97

*Mr. Sapp authorized
to plan was adoption
by both corporations.*

FILED
97 JUN 11 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

FILED

97 JUN 11 PM 2: 54

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

May 12, 1997

DAVID R. SAPP
710 WEST AVENUE
AUSTIN, TX 78701

SUBJECT: R C SEARCH, INC.
Ref. Number: P93000058930

We have received your document for R C SEARCH, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

For each corporation, the document must contain the date of adoption of the plan of merger or share exchange by the shareholders or by the board of directors when no vote of the shareholders is required.

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 (904) 487-6909.

Velma Shepard
Corporate Specialist

Letter Number: 197A00025218

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June 10, 1997

VIA UPS #N155 9901 33 2

Ms. Velma Shepard
Corporate Specialist
Florida Department of State
Capitol Plaza Level, Room 2
Tallahassee, FL 32399

RE: R C Search, Inc.
Reference No. P93000058930

Dear Ms. Shepard:

I am enclosing the revised Articles of Merger of R C Search, Inc. a Florida corporation with and into R C Search, Inc., a Texas corporation. Also enclosed is a copy of your letter of May 12, 1997 for your reference.

Please file this document and return a file marked copy to us. Thank you very much for your aid in this matter.

Sincerely,



Barbara D. Wilks
Legal Assistant

Enclosures

FILED
97 JUN 11 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
97 JUN 11 PM 2:20
DIVISION OF CORPORATIONS

ARTICLES OF MERGER
of
R C SEARCH, INC., a Florida Corporation
with and into
R C SEARCH, INC., a Texas Corporation
under the name of
"R C SEARCH, INC."

FILED
97 JUN 11 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Article 5.04 of the Texas Business Corporation Act and Section 607.1101 of the Florida Business Corporation Act, R C Search, Inc., a Florida corporation and R C Search, Inc., a Texas corporation, referred to as the "Constituent Corporations," adopt the following Articles of Merger for the purpose of merging R C Search, Inc., a Florida corporation with and into R C Search, Inc., a Texas corporation.

I.

The Plan of Merger that has been approved by each of the Constituent Corporations in the manner prescribed the Texas Business Corporation Act, is set forth in Exhibit A, attached and incorporated by reference into these Articles the same as if fully copied and set forth at length. The Plan of Merger was adopted by a unanimous vote of the shareholders of both corporations on April 29, 1997.

II.

For each of the Constituent Corporations, the number of shares outstanding and the designation and number of outstanding shares of each class that are entitled to vote as a class on a merger are as follows:

Name of Corporation	Number of Shares Outstanding	<u>Entitled to Vote as a Class</u>	
		<u>Designation of Class</u>	<u>Number of Shares</u>
R C Search, Inc. Florida	1,000	Common	1,000
R C Search, Inc. Texas	50,000	Common	50,000

III.

For each of the Constituent Corporations, the number of shares that voted for and against the plan of merger, and the number of shares of each class that voted for and against the plan, are as follows:

<u>Name of Corporation</u>	<u>Total Voted For</u>	<u>Voted Against</u>	<u>Entitled to Vote as a Class</u>		
			<u>Class</u>	<u>Voted For</u>	<u>Voted Against</u>
R C Search, Inc. Florida	1,000	0	Common	1,000	0
R C Search, Inc. Texas	50,000	0	Common	50,000	0

IV.

The Plan of Merger and performance of its terms has been duly authorized by all action required by the Florida Business Corporation Act and by its constituent documents.

V.

The Plan of Merger and performance of its terms has been duly authorized by all action required by the Texas Business Corporation Act and by its constituent documents.

VI.

R C Search, a Texas corporation, will continue its existence as the surviving corporation under its current name pursuant to the provisions of the Texas Business Corporation Act.

Dated: April 29, 1997

R C SEARCH, INC., Florida

By: Marilou Rippner Cades
Marilou Rippner Cades
President

By: Melvin Cades
Melvin Cades
Vice President

R C SEARCH, INC., Texas

By: Marilou Rippner Cades
Marilou Rippner Cades
President

By: Melvin Cades
Melvin Cades
Vice President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Marilou Rippner Cades, President of R C Search, Inc., a Florida corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being by me duly sworn, on her oath, stated that she has read the above and foregoing Articles of Merger and acknowledged to me that she executed the same for all purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of April, 1997.

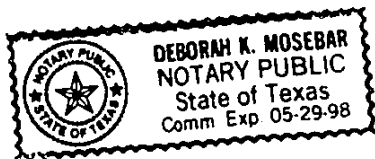


Deborah K. Mosebar
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Melvin Cades, Vice President of R C Search, Inc., a Florida corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being by me duly sworn, on his oath, stated that he has read the above and foregoing Articles of Merger and acknowledged to me that he executed the same for all purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of April, 1997.

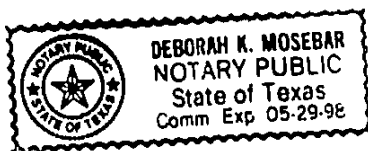


Deborah K. Mosebar
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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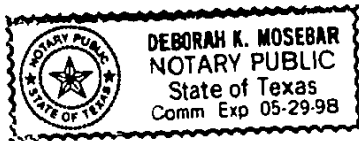


Deborah K. Mosebar
NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Melvin Cades, Vice President of R C Search, Inc., a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and who, after being by me duly sworn, on his oath, stated that he has read the above and foregoing Articles of Merger and acknowledged to me that he executed the same for all purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of April, 1997.



Deborah K. Mosebar
NOTARY PUBLIC, State of Texas

PLAN AND AGREEMENT OF MERGER
of
R C SEARCH, INC., a Florida Corporation
with and into
R C SEARCH, INC., a Texas Corporation
under the name of
"R C SEARCH, INC."

This is a Plan and Agreement of Merger between R C Search, Inc., a Florida corporation (R C Florida), and R C Search, Inc., a Texas corporation (R C Texas), sometimes referred to in this Agreement as the "Surviving Corporation." The parties to this Agreement are collectively referred to in this Agreement as the "Constituent Corporations."

ARTICLE 1

PLAN OF MERGER

Adoption of Plan

1.01 A plan of merger of R C Florida and R C Texas pursuant to the provisions of Articles 5.01 et seq. of the Texas Business Corporation Act and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) R C Florida shall be merged with and into R C Texas, to do business and be governed by the laws of the State of Texas.

(b) The name of the Surviving Corporation shall be: R C Texas Search, Inc.

(c) When this Agreement becomes effective, the existence of R C Florida as a distinct entity shall cease. At that time, the Surviving Corporation shall succeed, without other transfer, to all the rights and property of R C Florida, and the Surviving Corporation shall be subject to all the debts and liabilities of R C Florida in the same manner as if the Surviving Corporation had itself incurred the debts and liabilities. All rights of creditors and all liens on the property of R C Florida shall remain in force with respect to property affected by such liens immediately prior to the merger.

(d) The Surviving Corporation shall carry on business with the assets of the Constituent Corporations as these corporations existed immediately prior to the merger.

(e) The shareholders of R C Florida shall surrender all of their shares in the manner set forth in this Agreement.

(f) In exchange for the shares of R C Florida surrendered by its shareholders, the Surviving Corporation shall issue and transfer to such shareholders on the basis set forth in this Agreement, shares of its common stock, R C Texas shall provide for the distribution of such shares of common stock to be used in the exchange.

(g) The shareholders of R C Texas shall retain their shares as shares of the Surviving Corporation.

Effective Date

1.02 The effective date of the merger, referred to in this Agreement as the "Effective Date," shall be the date when a certificate of merger is issued by the Secretary of State of Texas.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

Disappearing Corporation

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, R C Florida represents and warrants to the Surviving Corporation as follows:

(a) R C Florida is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own, lease, and operate property and carry on its business as it is now being conducted. R C Florida is not required to be qualified as a foreign corporation to transact business in any other jurisdiction. A copy of the Articles of Incorporation and the Bylaws of R C Florida, including all amendments effective as of the date of this Agreement, have been delivered to R C Texas, and are complete and correct.

(b) R C Florida has an authorized capitalization of \$10,000, consisting on the date of this Agreement of 10,000 shares of common stock, \$1.00 par value per share, of which 1000 shares are validly issued and outstanding.

(c) R C Florida has furnished the Surviving Corporation with the audited balance sheet of R C Florida as of December 31, 1996, and the related audited statement of income for the twelve (12) months ending December 31, 1996. R C Florida has also furnished its interim unaudited balance sheet, referred to in this Agreement as the "Balance Sheet" as of March 31, 1997, referred to in this Agreement as the "Balance Sheet Date" and the related unaudited statement of income for the 6-month period ending on the Balance Sheet Date. The financial statements referred to in this Subparagraph (c):

(i) are in accordance with the books and records of R C Florida;

(ii) fairly represent the financial condition of R C Florida as of the described dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles, applied on a basis consistent with prior accounting periods; and

(iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, (A) reserves for all liabilities, and costs in excess of expected receipts and (B) all discounts and refunds in respect of service and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of R C Florida contracts or commitments.

Specifically, but not by way of limitation, the Balance Sheet discloses in accordance with generally accepted accounting principles all of the debts, liabilities, and obligations of any nature, whether absolute, accrued, or contingent of R C Florida at the Balance Sheet Date, including appropriate reserves for all taxes due at such date but not yet payable.

(d) All required federal, state, and local tax returns of R C Florida have been accurately prepared and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by such returns, have been paid. R C Florida has not been delinquent in the payment of any tax, assessment, or governmental charge. R C Florida has never had any tax deficiency proposed or assessed against it. Neither the federal income tax returns nor state franchise tax returns of R C Florida have ever been audited by governmental authorities.

Surviving Corporation

2.02 As a material inducement to R C Florida to execute and perform its obligations under this Agreement, R C Texas represents and warrants to R C Florida as follows:

(a) R C Texas is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas, with corporate power and authority to own property and carry on its business as it is now being conducted. R C Texas is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) R C Texas has an authorized initial capitalization of \$1,000, consisting on the date of this Agreement 100,000 shares of stock. As of the date of this Agreement, 50,000 shares of the common stock are validly issued and outstanding fully paid, and nonassessable. Fifty Thousand shares are authorized and unissued.

Securities Law

2.03 The Constituent Corporations warrant to mutually arrange for and manage all necessary procedures under the requirements of federal, Texas and Florida securities laws and the related supervisory commissions to insure that this plan and Agreement is properly processed to comply with all federal and state registration requirements, or to take full advantage of any lawful and applicable exemptions from registration.

ARTICLE 3

TERMS, CONDITIONS, AND PROCEDURES PRIOR TO EFFECTIVE DATE

Submission to Shareholders and Filing

3.01 This Agreement shall be submitted for approval separately to the shareholders of the Constituent Corporations in the manner provided by the laws of the State of Texas.

Conditions Precedent to Obligations of R C Florida

3.02 Except as expressly waived in writing by R C Florida, all of the obligations of R C Florida are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by R C Texas:

(a) The representations and warranties made by R C Texas to R C Florida in Article 2 of this Agreement shall be deemed to have been repeated on the Effective Date and shall on that date be true and correct in all material respects. If R C Texas discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to R C Florida and shall either correct the error, misstatement, or omission or obtain a written waiver from R C Florida.

(b) R C Texas shall have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

**Conditions Precedent to Obligations of
R C Texas**

3.03 Except as waived in writing by R C Texas all of the obligations of R C Texas under this Agreement are subject to fulfillment, prior to or on the Effective Date, of each of the following conditions:

(a) The representations and warranties of R C Florida to R C Texas in this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been repeated in full on the Effective Date and shall on that date be true and correct in all material respects. If R C Florida discovers any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to R C Texas and shall either correct the error, misstatement, or omission or obtain a written waiver from R C Texas.

(b) R C Florida shall have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

Interim Conduct of Business; Limitations

3.04. (a) Except as limited by this Paragraph 3.04, pending consummation of the merger, each of the Constituent Corporations will carry on its business in substantially the same manner as prior to the date of this Agreement and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its good will in relationships with suppliers and others transacting business with the corporation.

(b) Except with the prior consent in writing of R C Texas, pending consummation of the merger, R C Florida shall not:

(i) Except on declaration and payment of a cash dividend on its common stock not exceeding \$1 per share, declare or pay any dividend or make any other distribution on its shares.

(ii) Create or issue any indebtedness for borrower money.

(iii) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Expenses

3.05. (a) If the merger set forth in this Agreement is consummated, the Surviving Corporation shall pay all costs and expenses of the merger.

(b) If the merger set forth in this Agreement is not consummated, each party to this Agreement shall pay its own costs and expenses incident to the contemplated merger.

ARTICLE 4

MANNER AND BASIS OF CONVERTING SHARES

Manner of Converting Shares

4.01 The holders of shares of R C Florida shall surrender their shares to the Secretary of the Surviving Corporation promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis of Converting Shares

4.02. (a) The shareholders of R C Florida shall be entitled to receive shares of common stock of the Surviving Corporation, each of no par value, being 21 percent of the total outstanding common stock of the Surviving Corporation, to be distributed on the basis of one share for each share of common stock of R C Florida.

ARTICLE 5

DIRECTORS AND OFFICERS

Directors and Officers of Surviving Corporation

5.01 The present Board of Directors of R C Texas shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

5.02 If a vacancy exists on the Board of Directors of the Surviving Corporation on the Effective Date, the vacancy may be filled by the Board of Directors as provided in the bylaws of the Surviving Corporation.

5.03 All persons who at the Effective Date are executive or administrative officers of R C Texas, shall remain as officers of the Surviving Corporation until the Board of

Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint such additional officers as it deems necessary.

ARTICLE 6

ARTICLES OF INCORPORATION AND BYLAWS

Articles of Incorporation of Surviving Corporation

6.01. The Articles of Incorporation of R C Texas, as existing on the effective date, shall continue in full force as the Articles of the Surviving Corporation until amended as provided in the Articles or Bylaws.

Bylaws of Surviving Corporation

6.02 The Bylaws of R C Texas, as existing on the Effective Date, shall continue in full force as the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the Bylaws or as provided by law.

ARTICLE 7

SURVIVAL OR WARRANTIES AND INDEMNIFICATION

Nature and Survival of Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of R C Florida, R C Texas or the stockholders of either Constituent Corporation pursuant to this Agreement shall be deemed representations and warranties made by such parties, respectively, to each other under this Agreement. The representations and warranties of the parties and the stockholders shall survive for a period of three years following the Effective Date and shall survive despite any inspections, examinations, or audits made on behalf of the parties and the stockholders.

ARTICLE 8

ABANDONMENT

Circumstances Allowing Termination and Abandonment

8.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the Effective Date, even though it has been approved by shareholders of either of the Constituent Corporations:

(a) By mutual consent of the Boards of Directors of the Constituent Corporations.

(b) At the election of the Board of Directors of either Constituent Corporation if:

(i) The number of shareholders of either Constituent Corporation, or of both, dissenting from the merger is so large that the merger is deemed inadvisable or undesirable in the opinion of either Board of Directors.

(ii) Any material litigation or proceeding has been instituted or threatened against either of the Constituent Corporations, or any of its assets, that renders the merger inadvisable or undesirable in the opinion of either Board of Directors.

(iii) Any legislation has been enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.

(iv) After the date of execution of this Agreement there has been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either Constituent Corporation.

(c) At the election of R C Florida, if, within seven (7) calendar days prior to the Effective Date, the U.S. Internal Revenue Service has not ruled, in substance, that for federal income tax purposes, the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code, and that no gain or loss will be recognized to the shareholders of R C Florida on the exchange of their common stock for stock of the Surviving Corporation.

(d) At the election of the Board of Directors of R C Texas, if without the prior consent in writing of R C Texas, R C Florida has:

(i) Declared or paid a cash dividend on its common stock in excess of \$1 per share, or declared or paid any other dividend or made any other distribution on its shares.

(ii) Created or issued any indebtedness for borrowed money.

(iii) Entered into any transaction other than those involved in the ordinary course of business.

Notice of and Liability on Termination of Agreement

8.02 If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the Constituent Corporation whose Board of Directors has made the election must give immediate written notice of the election to the other Constituent Corporation.

(b) When notice has been properly effected as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned. Except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either Constituent Corporation as a result of the termination and abandonment.

ARTICLE 9

ENFORCEMENT AND INTERPRETATION

Further Assurances and Assignments

9.01 R C Florida agrees that when requested by the Surviving Corporation or by its successors or assigns, R C Florida will execute and deliver or cause to be executed and delivered all deeds and other instruments necessary to consummate the transaction that is the subject of this Agreement. R C Florida also agrees to take or cause to be taken any further actions, assignments, or assurances that are necessary to vest, perfect, and conform title of the Surviving Corporation to all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise necessary to carry out the intent and purposes of this Agreement.

Notices

9.02 Any notice or other communication required or permitted by this Agreement shall be deemed to be given when deposited in the United States mails for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

(a) In the case of R C Florida to Suite 149, 17105 San Carlos Blvd., A-6, Fort Myers Beach, Florida or to any other person or address that R C Florida may designate in writing on proper notice to R C Texas.

(b) In the case of R C Texas to 6004 Mesa Drive, Austin, Texas or to any other person or address that R C Texas may designate in writing on proper notice to R C Florida

Entire Agreement and Counterparts

9.03 This instrument and any exhibits attached to and incorporated into the instrument contain the entire Agreement between the parties with respect to the transaction contemplated by the Agreement. It may be executed in any number of counterparts; however, all counterparts taken together shall be deemed to constitute one original.

Controlling Law

9.04 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

Dated: April 29, 1997.

R C SEARCH, INC.
(Florida)

By: 

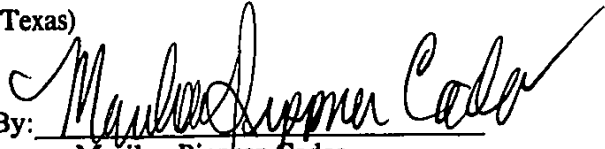
Marilou Rippner Cades
President

By: 

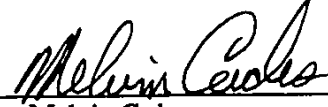
Melvin Cades
Vice President

R C SEARCH, INC.
(Texas)

By:


Marilou Rippher Cades
President

By:


Melvin Cades
Vice President