

P97000007511



ACCOUNT NO. : 072100000032

REFERENCE : 143438 5674A

AUTHORIZATION :

Patricia Pizito

COST LIMIT : \$ 87.50

ORDER DATE : February 22, 1999

ORDER TIME : 9:0 AM

ORDER NO. : 143438-005

CUSTOMER NO: 5674A

CUSTOMER: Robert C. Burke, Jr., Esq
Kimpton Burke & White
Suite 100
28059 U.S. Highway 19, North
Clearwater, FL 33761

FILED
99 FEB 23 PM 1:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

WHITNEY-PHILLIPS, INC.

INTO

T.R.F. COMMUNICATIONS, INC.

143438-005

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX(2) CERTIFIED COPY
 PLAIN STAMPED COPY

100002784121--1

CONTACT PERSON: Jeanine Reynolds

EXAMINER'S INITIALS: _____

33:5 17 82 83166

*merge
sf 2/23/99*

ARTICLES OF MERGER
Merger Sheet

MERGING:

WHITNEY-PHILLIPS, INC., a Florida corporation, P97000069140

INTO

T.R.F. COMMUNICATIONS, INC., a Florida corporation, P97000007511

File date: February 23, 1999

Corporate Specialist: Susan Payne

Account number: 072100000032

Account charged: 87.50

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

FILED

99 FEB 23 PM 1:52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF FLORIDA CORPORATIONS
INTO
T.R.F. COMMUNICATIONS, INC.

Pursuant to the provisions of Section 607.1101 of the Florida General Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations.

1. The following Plan of Merger was approved by the shareholders of each of the undersigned corporations in the manner prescribed by the Florida General Corporation Act:

See Plan of Merger attached.

2. The dates of adoption of the Plan of Merger by the shareholders were:

Name of Corporation	Date
T.R.F. COMMUNICATIONS, INC.	January 1, 1999
WHITNEY-PHILLIPS, INC.	January 1, 1999

3. As to each of the undersigned corporations, the number of share outstanding, and the designation and number of outstanding shares of each class entitled to vote as a class on such plan, are as follows:

Name	No. Shares Outstanding	Designation of Class	Entitled to Vote as a Class No. Of Shares
T.R.F. COMMUNICATIONS, INC.	100	Common	100
WHITNEY-PHILLIPS, INC.	200	Common	200

4. As to each of the undersigned corporations, the total number of shares voted for and against such Plan, respectively, and, as to each class entitled to vote thereon as a class, the number of shares of such class voted for and against such Plan, respectively are as follows:

Name	Total Voted For	Total Voted Against	Class	Number of Shares Entitled to Vote as a Class	
				Voted For	Voted Against
T.R.F. COMMUNICATIONS, INC.	100	0	Common	100	0
WHITNEY-PHILLIPS, INC.	200	0	Common	200	0

Dated: February 16, 1999

T.R.F. COMMUNICATIONS, INC.

By: Timothy R. Foster
Timothy R. Foster, President

Attest:

Timothy R. Foster
Timothy R. Foster, Secretary

(Corporate Seal)

WHITNEY-PHILLIPS, INC.

By: Richard A. Phillips
Richard A. Phillips,
President

Attest:

Richard A. Phillips
Richard A. Phillips, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of February, 1999 by TIMOTHY R. FOSTER, as President and Secretary of T.R.F. COMMUNICATIONS, INC., a Florida corporation, on behalf of the corporation. He is () personally known to me or has

() produced a Florida driver's license as identification and who did not take an oath.

R C Burke Jr
Notary Public, State of Florida
Name: _____
Serial No: _____
Commission Expires: _____



R. C. Burke, Jr.
MY COMMISSION # CC634981 EXPIRES
July 7, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of February, 1999 by RICHARD A. PHILLIPS, as President and Secretary of WHITNEY-PHILLIPS, INC., a Florida corporation, on behalf of the corporation. He is () personally known to me or has () produced a Florida driver's license as identification and who did not take an oath.

R C Burke Jr
Notary Public, State of Florida
Name: _____
Serial No: _____
Commission Expires: _____



R. C. Burke, Jr.
MY COMMISSION # CC634981 EXPIRES
July 7, 2001
BONDED THRU TROY FAIR INSURANCE, INC.

H:\HOME\CG\TRFCOMMU.INC\GENCORP\99ART101.MER

PLAN OF MERGER

This Plan of Merger dated effective this 1st day of January, 1999 pursuant to Florida Chapter 607.1101 of the general corporation laws of the State of Florida, between **WHITNEY-PHILLIPS, INC.**, a Florida corporation, hereinafter referred to as the "Acquired Corporation" and **T.R.F. COMMUNICATIONS, INC.**, a Florida corporation, hereinafter referred to as the "Surviving Corporation".

W I T N E S S E T H:

WHEREAS, the two (2) constituent corporations desire to enter into this Plan of Merger for the purpose of merging them into one of such corporations; and

WHEREAS, the Acquired Corporation, by its Certificate of Incorporation which was filed in the offices of the Secretary of State, State of Florida, on the 11th day of August, 1997, has an authorized capital stock consisting of seven thousand, five hundred (7,500) shares of common stock having a par value of One and No/100 (\$1.00) Dollar per share, and of which two hundred (200) shares of such common stock are now issued and outstanding; and

WHEREAS, the Surviving Corporation by its Certificate of Incorporation which was filed in the offices of the Secretary of State, State of Florida, on the 24th day of January, 1997, has an authorized capital stock consisting of seven thousand, five hundred (7,500) shares of common stock having a par value of One and No/100 (\$1.00) Dollar per share, and of which one hundred (100) shares of such common stock are now issued and outstanding; and

WHEREAS, the registered office of the Surviving Corporation, in the State of Florida, is located at 343 Almeria Avenue, Coral Gables, Florida 33134, and the name of the registered agent at such address is Amerilawyer Chartered; and

WHEREAS, the registered office of the Acquired Corporation, in the State of Florida, is located at 108 Alameda Court, Unit #235, Tampa, Florida 33609, and the name of the registered agent at such address is Robert J. Whitney.

NOW, THEREFORE, the corporations, parties to this Plan of Merger in consideration of mutual covenants, agreements and provisions hereinafter contained, do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

1. The Acquired Corporation hereby merges itself into the Surviving Corporation.

2. The Articles of Incorporation of the Surviving Corporation, as heretofore amended, which is in effect on the date of the merger provided for in this Plan of Merger, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

3. The Bylaws of the Surviving Corporation, as heretofore amended, which are in effect on the date of the merger provided for in this Plan of Merger, shall continue in full force and effect as the Bylaws of the Surviving Corporation.

4. The manner of converting the outstanding shares of the Acquired Corporation into the shares of the Surviving Corporation shall be as follows:

Each share of the common stock of the Acquired Corporation, which shall be outstanding on the effective date of this merger, and all rights in respect thereof, shall forthwith be changed and converted into one (1) share of the common stock of the Surviving Corporation (subject to the terms and conditions, as a condition precedent thereto, of a mutually acceptable stock restriction agreement as between the shareholders of the Surviving Corporation and the shareholders of the Acquired Corporation, the same to be executed contemporaneous herewith).

After the effective date of this Plan of Merger, each holder of an outstanding certificate representing shares of the common stock of the Acquired Corporation shall surrender the same to the Surviving Corporation, and each such holder shall be entitled upon surrender to receive the number of shares of common stock of the Surviving Corporation, on the basis set out above. Until so surrendered, the outstanding shares of the common stock of the Acquired Corporation, to be converted into the stock of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation, for all purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had taken place, all subject to the terms and conditions of the stock restriction agreement to be entered into contemporaneously herewith.

5. The directors and officers of the Surviving Corporation shall resign upon the execution hereof, and a new slate of directors and officers shall be elected as follows:

Richard A. Phillips Director
Robert J. Whitney Director
Timothy R. Foster Director

Richard A. Phillips President
Robert J. Whitney Vice President
Timothy R. Foster Secretary/Treasurer

The parties agree, in addition to the referenced stock restriction agreement to be entered into contemporaneously herewith, that the parties shall further enter into a shareholders' agreement contemporaneously herewith, agreeing to vote their shares, and further to vote in their director capacity, to elect the directors and officers respectively, as indicated above, and other such matters as may be more particularly enumerated in the referenced shareholders' agreement to be executed contemporaneously herewith.

6. The merger shall become effective upon filing with the Secretary of State of the State of Florida. For accounting purposes, the effective date of the merger shall be as of the close of business on the 31st day of December, 1998. The merger contemplated hereunder shall be treated as a pooling of interest and entry shall be made upon the books of the Surviving Corporation, as of the effective date, of the following:

a. The assets and liabilities of the Acquired Corporation are to be transferred to and assumed by the Surviving Corporation and shall be recorded at the amounts at which they are carried on the books of the Acquired Corporation immediately prior to the effective date of Merger, with appropriate adjustments to reflect a retirement of the organization's stock of the Acquired Corporation.

b. There shall be credited to the capital account the aggregate amount of the par value per share of all of the common stock of the Surviving Corporation resulting from the conversion of the outstanding common stock of the Acquired Corporation.

c. There shall be credited to the capital surplus account an amount equal to that carried on the capital surplus account of the Acquired Corporation, immediately prior to the effective date.

d. There shall be credited to the earned surplus account an amount equal to that carried on the earned surplus account of the Acquired Corporation, immediately prior to the effective date.

7. Upon the earlier of the merger becoming effective, or the effective date for accounting purposes, all property and assets of the Acquired Corporation of every kind and description shall be transferred to and invested in the Surviving Corporation without further act or deed, and said assets and property shall be effectively the property of the Surviving Corporation, as they were of the Acquired Corporation, and the Surviving Corporation, respectively. The Acquired Corporation agrees from time to time, and when requested by the Surviving Corporation, or by its successor or assigns, to execute and deliver or cause to be executed and delivered all such deeds and other instruments and

take or cause to be taken such further or other actions as they Surviving Corporation may deem necessary or desirable in order to vest in and conform to the Surviving Corporation title to and possession of any property of the Acquired Corporation, acquired or to be acquired by reason of or as a result of the merger, and otherwise to carry out the intent and purpose hereof and the proper officers and directors of the Surviving Corporation, and further the Acquired Corporation, are fully authorized in the names of their respective corporations to take any and all such actions.

8. The Acquired Corporation hereby agrees that it may be served with process in the State of Florida, and any proceedings for the enforcement of any obligation of the Acquired Corporation, and in any proceedings for the enforcement of the rights of a dissenting shareholder of the Acquired Corporation, and irrevocably appoints the Secretary of State of Florida, as its agent to accept service of process in any such proceedings.

9. The Surviving Corporation shall assume all of the liabilities of the Acquired Corporation.

10. The shareholders of each respective corporation and the corporations themselves do hereby represent and warrant to the other as follows:

a. That each corporation as owned by the respective shareholder or shareholders is duly organized, validly existing, and in good standing under the laws of the State of Florida and have all the requisite power and authority to enter into this Plan of Merger. This Plan of Merger constitutes the legal, valid, and binding obligation of each respective corporation and the respective shareholder or the shareholders thereof.

b. Financial statement representations intentionally deleted due to lack of current information.

c. Each respective corporation has not suffered any material loss of client, or loss otherwise, which would have a material affect upon the decision of each party in respect of this intended merger.

d. Each respective corporation has filed all of its tax returns timely and paid all taxes in accordance therewith, whether federal, state, local, or otherwise.

e. Each respective corporation is the owner of all assets as shown on the financial statement of each respective corporation, and that all such assets are in good working order, free and clear of any liabilities, except as otherwise indicated upon such financial statement.

f. Each respective corporation has no liabilities,

contingent, non-contingent, or otherwise, except those as shown on the financial statement of each respective corporation above referenced.

g. Each respective corporation has no employee who is other than an employee at will, capable of being terminated, with or without cause, without any prior notice.

h. Each respective corporation and the shareholder or the shareholders thereof is relying upon the validity of each of these representations and warranties in entering into this Plan of Merger.

11. a. By the joinder of the shareholder or the shareholders of each respective corporation, each corporation and the respective shareholder or shareholders thereof hereby agree to indemnify and save harmless the other corporation and the shareholder or the shareholders thereof against any loss, liability, damage, or expense suffered or incurred thereby as a result of the occurrence of any of the following:

(1) A breach of any obligation by a corporation or the shareholder or the shareholders thereof incurred under this Plan of Merger, or because of any representation or warranty by a corporation or the shareholder or the shareholders thereof contained herein, or in any document furnished or required to be furnished pursuant hereto, shall be false or misleading, including interest, penalties, and reasonable fees; and

(2) Any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney's fees, that either corporation and/or the shareholder or the shareholders thereof shall incur or suffer which arise, result from, or relate to a breach of, or failure by the other corporation and/or the shareholder or the shareholders thereof to perform any of their representations, warranties, covenants, or agreements in this Plan of Merger or in any schedule, certificate, exhibit, or agreement otherwise furnished in connection herewith.

b. The injured corporation and/or the shareholder or the shareholders thereof shall provide notice to the other corporation and the shareholder or the shareholders thereof of any claim against such corporation or the shareholder or the shareholders thereof which might give rise to a claim by them against the other corporation and the shareholder or the shareholders thereof based upon this indemnity agreement contained herein, stating the nature and basis of such claim and the amount thereof.

The injured party or parties shall have full responsibility and authority with respect to the disposition of

such matter provided that such party in exercising rights and discharging obligations shall at all times act in good faith and shall settle, compromise, and dispose of such matter in the same manner and with the same care as if such party were ultimately liable with respect thereto. However, in the event of any action, suit, or proceeding as brought in respect thereof, the party ultimately responsible in respect of this indemnity may at its expense be represented by counsel of its choosing and with whom the damaged party shall confer in connection with the defense of such matter to the fullest extent reasonably possible.

IN WITNESS WHEREOF, the parties to this Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective board of directors and shareholders, have caused these presents to be executed by the President and Attested by the Secretary of each party hereto.

Surviving Corporation
T.R.F. COMMUNICATIONS, INC.

Attest:


Timothy R. Foster, Secretary


By: 
Timothy R. Foster, President

(Corporate Seal)

Acquired Corporation
WHITNEY-PHILLIPS, INC.

Attest:


Richard A. Phillips, Secretary

By: 
Richard A. Phillips,
President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of February, 1999 by TIMOTHY R. FOSTER, as President and Secretary of T.R.F. COMMUNICATIONS, INC., a Florida corporation, on behalf of the corporation. He is () personally known to me or has

() produced a Florida driver's license as identification and who did not take an oath.

R. C. Burke, Jr.
Notary Public, State of Florida
Name: _____
Serial No: _____
Commission Expires: _____



R. C. Burke, Jr.
MY COMMISSION # CC634981 EXPIRES
July 7, 2001
BONDED THRU TROY FAIN INSURANCE

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16th day of February, 1999 by RICHARD A. PHILLIPS, as President and Secretary of WHITNEY-PHILLIPS, INC., a Florida corporation, on behalf of the corporation. He is () personally known to me or has () produced a Florida driver's license as identification and who did not take an oath.

R. C. Burke, Jr.
Notary Public, State of Florida
Name: _____
Serial No: _____
Commission Expires: _____



R. C. Burke, Jr.
MY COMMISSION # CC634981 EXPIRES
July 7, 2001
BONDED THRU TROY FAIN INSURANCE

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