

P99000044093

CORS
103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

800002890698--2
-06/01/99--01032--018
*****87.50 *****87.50

CONTACT: CINDY HICKS

DATE: JUN. 1, 1999

REF. #: ~~80000001~~ 0163.6986 Merged & Name Change

CORP. NAME: USA Risk Services, Inc into Risk Services Inc

- ARTICLES OF INCORPORATION
- ARTICLES OF AMENDMENT
- ARTICLES OF DISSOLUTION
- ANNUAL REPORT
- TRADEMARK/SERVICE MARK
- FICTITIOUS NAME
- CERT. OF AUTHORITY
- LIMITED PARTNERSHIP
- LIMITED LIABILITY
- REINSTATEMENT
- MERGER
- WITHDRAWAL
- CERTIFICATE OF CANCELLATION
- UCC-1
- UCC-3
- OTHER:

99 JUN - PM 3:22
FILED
STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

STATE FEES PREPAID WITH CHECK# 5067 FOR \$ 87.50

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

PLEASE RETURN:

- CERTIFIED COPY
- CERTIFICATE OF STATUS
- PLAIN STAMPED COPY

RECEIVED
59 JUN - AM 10:42
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

MR
Examiner's Initials
6/1/99

ARTICLES OF MERGER
Merger Sheet

MERGING:

USA RISK SERVICES, INC., a Florida corporation S18260

INTO

RISK SERVICES, INC. which changed its name to

RISK SERVICES INTERNATIONAL, INC., a Florida corporation,
P99000044093

File date: June 1, 1999

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER
OF
USA RISK SERVICES, INC.
INTO
RISK SERVICES, INC.

99 JUN -1 PM 3:23
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

UNDER SECTION 607.1105 OF
FLORIDA STATUTES

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are **USA RISK SERVICES, INC.**, a Florida corporation, and **RISK SERVICES, INC.**, a Florida corporation. The surviving corporation is **RISK SERVICES, INC.**, and is to be governed by the laws of the State of Florida, but the name of the surviving corporation following the merger will be **RISK SERVICES INTERNATIONAL, INC.**

SECOND: The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

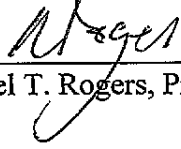
THIRD: The Agreement and Plan of Merger was duly adopted pursuant to a written consent as permitted by Section 607.0704 of the *Florida Statutes* by a majority of the stockholders of **USA RISK SERVICES, INC.**, as of the 1st day of June, 1999, and was duly adopted pursuant to a written consent as permitted by Section 607.0704 of the *Florida Statutes* by all of the stockholders of **RISK SERVICES, INC.**, as of the 1st day of June, 1999.

99 JUN 17 PM 3:22
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

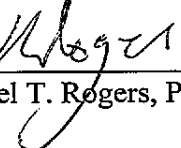
FOURTH: The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 15th day of June, 1999.

USA RISK SERVICES, INC.,
a Florida corporation

By: 
Michael T. Rogers, President

RISK SERVICES, INC.,
a Florida corporation

By: 
Michael T. Rogers, President

#652462 v2 - 5881-001

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

#652462 v2 - 5881-001

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated this 1st day of June, 1999, is made and entered into by and between **USA RISK SERVICES, INC.**, a Florida corporation ("**USARS**"), and **RISK SERVICES, INC.**, a Florida corporation (the "**SURVIVING CORPORATION**"). **USARS** and **SURVIVING CORPORATION** being sometimes referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, **USARS** is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 1,000 shares of Common Stock.

WHEREAS, the **SURVIVING CORPORATION** is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of Common Stock.

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporation and its shareholders that **USARS** be merged into the **SURVIVING CORPORATION** which shall be the surviving corporation and that the name of the surviving corporation will be "**RISK SERVICES INTERNATIONAL, INC.**"

NOW, THEREFORE, the Constituent Corporations hereby agree that **USARS** shall be merged with and into the **SURVIVING CORPORATION** in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger:

ARTICLE I

The Constituent Corporations

The names of the Constituent Corporations to the merger are **USA RISK SERVICES, INC.** (Florida Charter No. S18260) and **RISK SERVICES, INC.** (Florida Charter No. P99000044093).

ARTICLE II

The Merger

On the Effective Date, as hereinafter defined, **USARS** shall be merged with and into the **SURVIVING CORPORATION** (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of *Florida Statutes* Chapter 607 (the "Florida Law").

ARTICLE III
Amendment to Articles of Incorporation

In accordance with Section 607.1101(3)(a) of the *Florida Statutes*, the Articles of Incorporation of the **SURVIVING CORPORATION** shall be amended by this Plan of Merger to change the name of the **SURVIVING CORPORATION** to “**RISK SERVICES INTERNATIONAL, INC.**”

ARTICLE IV
Effect of Merger

From and after the filing of the Articles of Merger in accordance with Article IX hereof, the Constituent Corporations shall be a single corporation, which shall be the **SURVIVING CORPORATION**. From and after such filing, the separate existence of **USARS** shall cease, while the corporate existence of the **SURVIVING CORPORATION** shall continue unaffected and unimpaired except for the name change set forth in Article III. The **SURVIVING CORPORATION** shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The **SURVIVING CORPORATION** shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the **SURVIVING CORPORATION** without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The **SURVIVING CORPORATION** shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the **SURVIVING CORPORATION** may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

ARTICLE V
Articles of Incorporation and Bylaws; Officers and Directors

The Articles of Incorporation and Bylaws of the **SURVIVING CORPORATION**, as heretofore amended as described in Article III, shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

Persons who shall serve as the Directors of the **SURVIVING CORPORATION** shall be:

<i>Name</i>	<i>Address</i>
G. Wayne Harris →	1800 Second Street, Suite 909 Sarasota, FL 34236
Jonathan Harkavy ↗	1501 Wilson Boulevard, Suite 1110 Arlington, VA 22209
Michael T. Rogers ↘	45 State Street, Unit 395 Montpelier, VT 05601

Persons who shall serve as officers of the **SURVIVING CORPORATION**, and the offices in which they shall serve, shall be as follows:

G. Wayne Harris ·	Chairman of the Board
Michael T. Rogers ·	President
Jonathan Harkavy ·	Vice President, Secretary and General Counsel
Daniel George	Treasurer
Pamela Roy	Assistant Secretary

ARTICLE VI
Treatment of Shares of Constituent Corporations

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Plan of Merger:

(a) Each share of the Common Stock of the **SURVIVING CORPORATION** outstanding immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, continue to be outstanding with no adjustment as a result of the Merger.

(b) With one exception, each share of the Common Stock of **USARS** issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled. However, the 450 shares of the Common Stock of **USARS** owned by **H. Lincoln Miller, Jr.** ("Miller") shall be converted to a right to receive cash in the amount of **\$366.67** per share, for a total of **\$165,000.00** (the "Miller Payment"), and shall cease to exist and be canceled by virtue of the Merger and without any action on the part of Miller. The **SURVIVING CORPORATION** shall pay the Miller Payment to Miller within one hundred eighty (180) days after the Effective Date (unless Miller elects to exercise his dissenters' rights with regard to the Merger, in which event the dissenters' rights provisions of the Florida Law shall govern Miller's

entitlements), plus the payment in full of all amounts reflected on the books of USARS as shareholder loans payable to Miller and reduced by any amounts owed by Miller to USARS.

ARTICLE VII
Surrender of Certificates

Each record holder of an outstanding certificate or certificates which represent shares of USARS Common Stock immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Agreement and Plan of Merger.

ARTICLE VIII
Further Assurance

If at any time after the Effective Date the SURVIVING CORPORATION shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the SURVIVING CORPORATION, according to the terms hereof, the title to any property or rights of the Constituent Corporation, the last acting officers and Directors of the Constituent Corporation, as the case may be, or the corresponding officers and Directors of the SURVIVING CORPORATION shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the SURVIVING CORPORATION, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE IX
Approval by Shareholders

This Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by the Florida Law on or before the 1st day of June, 1999. If duly adopted by the requisite vote of such Shareholders, Articles of Merger meeting the requirements of the Florida Law shall be filed immediately in the appropriate office in Florida.

ARTICLE X
Effective Date

The merger of USARS into the SURVIVING CORPORATION shall become effective upon the filing of the Articles of Merger in accordance with the Florida Law. The date on which such merger shall become effective is herein called the "Effective Date."

ARTICLE XI
Covenants of USARS

USARS covenants and agrees that: (a) it will not further amend its articles of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XII
Covenants of the SURVIVING CORPORATION

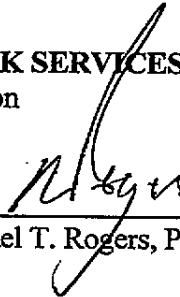
The **SURVIVING CORPORATION** covenants and agrees that: (a) it will not further amend its articles of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XIII
Termination

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

USA RISK SERVICES, INC., a Florida corporation

By: 

Michael T. Rogers, President

"USARS"

RISK SERVICES, INC., a Florida corporation

By: 

Michael T. Rogers, President

"SURVIVING CORPORATION"