

V06809

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SOCIETY MANAGEMENT, INC., a Florida corporation, V06809

INTO

SOCIETY MANAGEMENT, INC., a Nevada corporation not qualified in Florida.

File date: December 17, 1996

Corporate Specialist: Velma Shepard

V06809

PAGE & ASSOCIATES  
4303 North Central Expressway  
Dallas, Texas 75205  
(214) 528-7010  
Fax: (214) 528-2935

December 13, 1996

FILED  
96 DEC 17 AM 9:35  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Florida Secretary of State  
Corporate Records Bureau  
Division of Corporations  
409 E. Gaines St.  
Tallahassee, Florida 32314

100002031031--3  
-12/17/96--01095--011  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

Re: Merger of Society Management, Inc. (Florida)  
into Society Management, Inc. (Nevada)  
Our File Reference: A4877.3.100.4

Dear Sir:

Enclosed please find duplicate originals of Articles of Merger and Plan and Agreement of Merger, merging the above-referenced corporations. Also enclosed is a check in the amount of \$70.00 to cover the required filing fee.

I would appreciate your returning a file-stamped copy of the Articles to me when filed.

Very truly yours,

PAGE & ASSOCIATES

*Linda Blanton-Myers*

Linda Blanton-Myers  
Legal Assistant

/lbm  
Enclosure

VS DEC 30 1996

*Merger*

VS DEC 30 1996

ARTICLES OF MERGER  
of  
SOCIETY MANAGEMENT, INC.  
(a Florida corporation)

into

SOCIETY MANAGEMENT, INC.  
(a Nevada corporation)

FILED  
96 DEC 17 AM 9:36  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

Pursuant to the provisions of Section 607.1105 of the Florida Model Business Corporation Act, the undersigned corporations adopt the following Articles of Merger for the purpose of effecting a merger in accordance with the provisions of Section 607.1105 of the Florida Model Business Corporation Act:

1. A Plan of Merger has been adopted in accordance with the provisions of Section 607.1105 of the Florida Model Business Corporation Act providing for the merger of Society Management, Inc., a Florida corporation, into Society Management, Inc., a Nevada corporation, and resulting in Society Management, Inc., a Nevada corporation, being the surviving corporation.

2. A Plan of Merger, a copy of which is attached as Exhibit "A" and incorporated herein by this reference, has been adopted by the Board of Directors of each corporation that is a party to the merger.

3. The name of each of the undersigned corporations, the type of such corporation and the laws under which such corporation was organized are:

<u>Name of Entity</u>	<u>Type of Entity</u>	<u>State</u>
Society Management, Inc.	Corporation	Nevada
Society Management, Inc.	Corporation	Florida

4. Shareholder approval of Society Management, Inc., a Nevada corporation, a party to the Plan of Merger and the surviving corporation, is not required pursuant to Section 607.1105 of the Florida Model Business Corporation Act, since:

(a) The articles of incorporation of Society Management, Inc., a Nevada corporation, do not require the approval of the shareholders for a merger and the laws of the State of Nevada do not require shareholder approval of this merger; and

(b) Society Management, Inc., a Nevada corporation, is the sole surviving corporation in the merger; and

(c) The articles of incorporation of the surviving corporation will not differ from its articles of incorporation before the merger; and

(d) Each shareholder of the surviving corporation whose shares were outstanding immediately before the effective date of the merger will hold the same number of shares, with identical designations, preferences, limitations and relative rights, immediately after the effective date of the merger; and

(e) The voting power of the number of shares outstanding immediately after the merger will not exceed the voting power of the total number of voting shares of the surviving corporation outstanding immediately before the merger; and

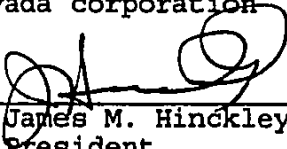
(f) The number of participating shares outstanding immediately after the merger will not exceed the total number of participating shares of the surviving corporation outstanding immediately before the merger; and

(g) The Board of Directors of the surviving corporation has adopted a resolution approving of the Plan of Merger.

5. The Plan of Merger and the performance of its terms were duly authorized by all action required by the laws under which each foreign corporation that is a party to the Plan of Merger was incorporated and approval was duly authorized by all actions required under the Florida Model Business Corporation Act and by its constituent documents.


6. The merger will become effective upon the issuance of the certificate of merger by the Secretary of State of Florida in accordance with Section 607.1105 of the Florida Model Business Corporation Act.

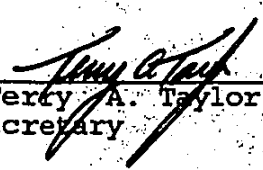
SOCIETY MANAGEMENT, INC.  
a Nevada corporation

By   
James M. Hinckley  
Its President

And   
Terry A. Taylor  
Its Secretary

SOCIETY MANAGEMENT, INC.  
a Florida corporation

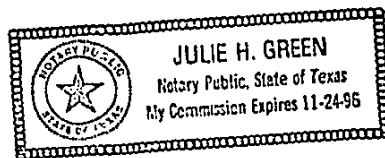
By   
Jack T. Lupton  
Its Vice President

And   
Terry A. Taylor  
Its Secretary

STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

BEFORE ME, a notary public, on this day personally appeared James M. Hinckley, the President of Society Management, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Articles of Merger in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.

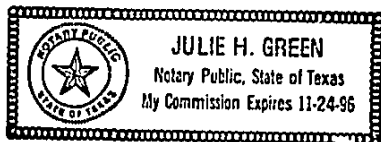


*Julie H. Green*  
Notary Public, State of Texas

STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

BEFORE ME, a notary public, on this day personally appeared Terry A. Taylor, the Secretary of Society Management, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Articles of Merger in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.



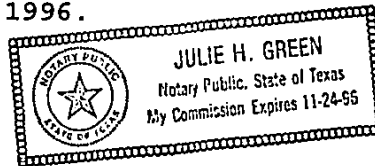
*Julie H. Green*  
Notary Public, State of Texas



STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

BEFORE ME, a notary public, on this day personally appeared Jack T. Lupton, the Vice President of Society Management, Inc., a Florida corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Articles of Merger in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.

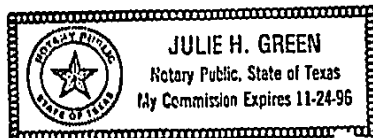


*Julie H. Green*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

BEFORE ME, a notary public, on this day personally appeared Terry A. Taylor, the Secretary of Society Management, Inc., a Florida corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Articles of Merger in the capacities stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.



*Julie H. Green*  
\_\_\_\_\_  
Notary Public, State of Texas

**PLAN AND AGREEMENT OF MERGER**

of

**SOCIETY MANAGEMENT, INC.**  
**(a Florida Corporation)**

into

**SOCIETY MANAGEMENT, INC.**  
**(a Nevada Corporation)**

THIS AGREEMENT, dated as of the 30<sup>th</sup> day of August, 1996, by and between Society Management, Inc., a Florida corporation (hereinafter sometimes referred to as "SMI" and the "Merged Corporation") and Society Management, Inc., a Nevada corporation (hereinafter sometimes referred to as "Society" and the "Surviving Corporation"). SMI and Society are hereinafter sometimes collectively referred to as the "Constituent Corporations." The agreement of the Constituent Corporations is as follows:

**W I T N E S S E T H**

WHEREAS, Society is a corporation duly organized and existing under the laws of the State of Nevada, having been incorporated on March 26, 1996, with its registered office being located at One East First Street, Reno, Nevada 89501, and the name of its registered agent being The Corporation Trust Company of Nevada; and

WHEREAS, SMI is a corporation duly organized and existing under the laws of the State of Florida, having been incorporated on January 13, 1992, with its registered office being located at 1200 South Pine Island Road, Plantation, Florida 33324, and the name of its registered agent being C T Corporation System; and

WHEREAS, the authorized capital stock of SMI consists of 1,000 shares of common stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding and owned by Society; and

WHEREAS, the authorized capital stock of Society consists of 1,000 shares of common stock, par value \$1.00 per share, of which 1,000 shares are issued and outstanding and owned by Club Corporation of America; and



WHEREAS, the Board of Directors of the Constituent Corporations, respectively, deem it advisable for the general welfare and advantage of the Constituent Corporations, that the Constituent Corporations merge into a single corporation pursuant to this Agreement, and the Constituent Corporations respectively desire to so merge pursuant to this Agreement and pursuant to the applicable provisions of the laws of the States of Nevada and Florida.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereby agree, in accordance with the applicable provisions of the laws of the State of Nevada and the laws of the State of Florida that the Constituent Corporations shall be merged into a single corporation, to wit: Society Management, Inc., a Nevada corporation, one of the Constituent Corporations, which is not a new corporation, and which shall continue its corporate existence and be the corporation surviving the merger and the terms and conditions of the merger hereby agreed upon (hereinafter called the "Merger") which the parties covenant to observe, keep, and perform, and the mode of carrying the same into effect are and shall be as hereafter set forth:

#### ARTICLE 1.

##### EFFECTIVE TIME OF THE MERGER

1.1. At the effective time of the Merger, the separate existence of the Merged Corporation shall cease and shall be merged into the Surviving Corporation. Consummation of this Agreement shall be effected on the date on which the Articles of Merger in substantially the form annexed hereto as Exhibit "A" are filed in the office of the Secretary of State of the State of Nevada and Articles of Merger in substantially the form annexed hereto as Exhibit "B" are filed in the office of the Secretary of State of the State of Florida.

#### ARTICLE 2.

##### GOVERNING LAW; CERTIFICATE OF INCORPORATION

2.1. The laws which are to govern the Surviving Corporation are the laws of the State of Nevada. The Articles of Incorporation of Society, at the effective time of the Merger, remain in effect and unchanged thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

**ARTICLE 3.**

**BYLAWS**

3.1. The bylaws of Society, shall, at the effective time of the Merger, remain in effect and unchanged thereafter until the same shall be further amended or altered in accordance with the provisions thereof.

**ARTICLE 4.**

**DIRECTORS AND OFFICERS**

4.1. The directors of Society at the effective time of the Merger shall be the directors of the Surviving Corporation until their respective successors are duly elected and qualified. Subject to the authority of the Board of Directors, as provided by law and the bylaws of the Surviving Corporation, the officers of Society at the effective time of the Merger shall be the officers of the Surviving Corporation.

**ARTICLE 5.**

**CONVERSION OF SHARES IN THE MERGER**

5.1. The mode of carrying into effect the Merger provided in this Agreement and the manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation are as follows:

5.1.1. Society's Common Stock. None of the shares of the common stock, par value \$1.00 per share, of Society issued at the effective time of the Merger shall be converted as a result of the Merger, but all of such shares shall remain issued shares of common stock of the Surviving Corporation.

5.1.2. SMI's Common Stock. At the effective time of the Merger, each share of common stock, par value \$1.00 per share, of SMI issued and outstanding shall be cancelled and not converted.

5.1.3. Surrender of Merged Corporation's Certificates. As soon as practicable after the Merger becomes effective, the stock certificates representing common stock of the Merged Corporation issued and outstanding at the time the Merger becomes effective shall be surrendered, as above provided.

## ARTICLE 6.

### EFFECT OF THE MERGER

6.1. At the effective time of the Merger, the Surviving Corporation shall succeed to, without other transfer, and shall possess and enjoy all the rights, privileges, immunities, powers, and franchises, both of a public and a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all the rights, privileges, immunities, powers, and franchises of each of the Constituent Corporations and all property, real, personal, and mixed, and all debts due to the Constituent Corporations on whatever account, for stock subscriptions, as well as for all other things in action or belonging to each of said corporations, shall be vested in the Surviving Corporation; and all property, rights, privileges, immunities, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations, and the title to any real estate vested by deed or otherwise in any Constituent Corporation shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of any Constituent Corporation shall be preserved unimpaired, limited in lien to the property affected by such liens at the effective time of the Merger, and all debts, liabilities, and duties of said Constituent Corporations, respectively, shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

## ARTICLE 7.

### ACCOUNTING MATTERS

7.1. The assets and liabilities of the Constituent Corporations as of the effective time of the Merger shall be taken up on the books of the Surviving Corporation at the amounts at which they shall be carried at that time on the books of the respective Constituent Corporations. The amount of capital of the Surviving Corporation after the Merger shall be equal to the sum of the aggregate par value of the common stock that will remain issued upon the Merger. The surplus of the Surviving Corporation after the Merger, including any surplus arising in the Merger, shall be available to be used for any legal purposes for which surplus may be used.

## ARTICLE 8.

### **APPROVAL OF SHAREHOLDERS; FILING OF CERTIFICATE OF MERGER**

8.1. This Agreement has not been submitted to Club Corporation of America, as the shareholder of the Surviving Corporation, since pursuant to Nevada Revised Statutes 78.454 and Section 607.1105 of the Florida Business Corporation Act, the Plan and Agreement of Merger requires no action of the stockholders of the Surviving Corporation, if (a) the articles of incorporation of the surviving corporation will not differ from its articles before the merger; (b) each stockholder of the surviving corporation whose shares were outstanding immediately before the effective date of the merger will hold the same number of shares, with identical designations, preferences, limitations and relative rights immediately after the merger; (c) the number of voting shares outstanding immediately after the merger will not exceed the total number of shares of the surviving corporation outstanding immediately before the merger; (d) the number of participating shares outstanding immediately after the merger will not exceed the total number of participating shares outstanding immediately before the merger; and (e) the Board of Directors of SMI have adopted a resolution approving the Plan and Agreement of Merger. Articles of Merger in substantially the form annexed hereby as Exhibit "A" shall be signed, verified, and delivered to the Secretary of State of the State of Nevada for filing. Articles of Merger in substantially the form annexed hereby as Exhibit "B" shall be signed, verified, and delivered to the Secretary of State of the State of Florida for filing.

## ARTICLE 9.

### **REPRESENTATIONS AND WARRANTIES OF MERGED CORPORATION**

9.1. The Merged Corporation represents and warrants to the Surviving Corporation as follows:

9.1.1. Organization, Etc. The Merged Corporation is duly organized, validly existing, and in good standing under the laws of the State of Florida. The Merged Corporation has corporate power to carry on its business as it is now being conducted and is qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

9.1.2. Capitalization. The capitalization of the Merged Corporation consists of 1,000 authorized shares of common stock (par value \$1.00 per share), of which 1,000 shares are issued and outstanding, as of the date hereof, and are owned by Society Management, Inc. Each issued share is validly issued, fully paid, and nonassessable.

9.2. Further Warranties and Representations.

9.2.1. The Merged Corporation has and on the closing date will have good and marketable title in fee simple to all lands and buildings shown as assets in its records and books of account, free and clear of all liens, encumbrances, and charges, except as reflected in its financial statements and except for current taxes and assessments not delinquent and liens, encumbrances, and charges shown in its records and books of account which are not substantial in character or amount, and which do not materially detract from the value or interfere with the use of the properties subject thereto or affected thereby. The Merged Corporation has and on the effective date of Merger will have valid leases under which it is entitled to occupy and use in its business all real property of which it is the lessee, and the Merged Corporation has no knowledge of any default under any such lease.

9.2.2. The Merged Corporation has and on the effective date of Merger will have good and marketable title to the machinery, equipment, merchandise, materials, supplies, and other property of every kind, tangible or intangible, contained in its offices, plants, and other facilities or shown as assets in its records and books of account, free and clear of all liens, encumbrances, and charges, except as reflected in its financial statements and except for liens, encumbrances, and charges, if any, which do not materially detract from the value of or interfere with the use of the properties subject thereto or affected thereby. The Merged Corporation has and on the effective date of Merger will have valid leases under which it is entitled to use in its business all personal property of which it is the lessee, and the Merged Corporation has no knowledge of any default under any such lease.

9.2.3. All taxes imposed by the United States of America or by any foreign country or by any state, municipality, subdivision, or instrumentality of the United States of America or of any foreign country or by any other taxing authority which are due or payable by the Merged Corporation, and all price redetermination or renegotiation claims asserted or

that may be asserted against it have been paid in full or are adequately provided for by reserves shown in the records and books of account of the Merged Corporation and will be so paid or provided for on the closing date. The Merged Corporation has no knowledge of any unassessed tax deficiency proposed or threatened against it.

9.2.4. The Merged Corporation is adequately insured with respect to risks normally insured against by companies similarly situated. All such policies are in full force and effect.

9.2.5. There is no suit, action, or legal or administrative proceeding pending or, to the knowledge of the Merged Corporation threatened against it which, if adversely determined, might materially and adversely affect the financial condition of the Merged Corporation or the conduct of its business, nor is there any decree, injunction, or order of any court, governmental department, or agency outstanding against the Merged Corporation having any such effect.

9.2.6. The Merged Corporation is not in default in any material respect under the terms of any material outstanding contract, agreement, lease, or other commitment.

9.2.7. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of or constitute a default under any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Merged Corporation is a party.

9.2.8. The Merged Corporation has all necessary licenses, franchises, permits, and other governmental authorizations which are valid and sufficient for all businesses presently carried on by the Merged Corporation.

## **ARTICLE 10.**

### **REPRESENTATIONS AND WARRANTIES OF SURVIVING CORPORATION**

10.1. The Surviving Corporation represents and warrants to the Merged Corporations as follows:

10.1.1. Organization. The Surviving Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada. The Surviving Corporation has corporate power to carry on its business as it is now being conducted and is

qualified to do business in every jurisdiction in which the character and location of the assets owned by it or the nature of the business transacted by it require qualification.

10.1.2. Capitalization. The Surviving Corporation's capitalization consists of 1,000 authorized shares of common stock (par value \$1.00 per share), of which 1,000 shares are issued and outstanding, as of the date hereof, and are owned by Club Corporation of America. Each issued share is validly issued, fully paid and nonassessable.

10.1.3. Litigation and Proceedings. There is no suit, action, or legal or administrative proceeding pending or, to the knowledge of the Surviving Corporation, threatened against it which, if adversely determined, might materially and adversely affect the financial condition of the Surviving Corporation or the conduct of its business, nor is there any decree, injunction, or order of any court, governmental department, or agency outstanding against the Surviving Corporation having any such effect.

10.1.4. Material Contracts. The Surviving Corporation is not in default in any material respect under the terms of any material outstanding contract, agreement, lease, or other commitment.

10.1.5. No Conflict with Other Instruments. At the effective time of the Merger, the consummation of the transactions contemplated by this Plan will not result in the breach of any term or provision of, nor constitute a default under, any indenture, mortgage, deed of trust, or other material agreement or instrument to which the Surviving Corporation is a party.

10.1.6. Governmental Authorizations. The Surviving Corporation has all necessary licenses, franchises, permits, and other governmental authorizations and such are valid and sufficient for all businesses presently carried on by the Surviving Corporation.

## ARTICLE 11.

### CONDUCT OF BUSINESS PENDING THE MERGER

11.1. From and after the date of this Agreement and prior to the effective time of the Merger, no Constituent Corporation will, without the prior written consent of the other Constituent Corporation, (i) amend its Certificate of Incorporation or bylaws, except as may be necessary to enable it to carry out the provisions of this Agreement, (ii) engage in any material



activity or transaction or incur any material obligation (by contract or otherwise), except in the ordinary course of business, (iii) issue rights or options to purchase or subscribe to any shares of its capital stock or subdivide or otherwise change any such shares, (iv) issue or sell any shares of its common stock or securities convertible into shares of its common stock, or (v) declare or pay any dividends on or make any distributions in respect of any shares of its common stock.

## ARTICLE 12.

### CONDITIONS PRECEDENT; TERMINATION; GENERAL PROVISIONS

12.1. Conditions Precedent to SMI's Obligation. The obligation of SMI to effect the Merger shall be subject to the following conditions, which may be waived by SMI:

12.1.1. The representations and warranties of Society herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; Society shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.

12.1.2. No material change in the corporate status, businesses, operations, or financial condition of Society shall have occurred since the date of the financial statements provided (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to Society, taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations, or financial condition of Society, taken as a whole.

12.2. Conditions Precedent to Society's Obligation. The obligation of Society to effect the Merger shall be subject to the following conditions, which may be waived in writing by Society:

12.2.1. The representations and warranties of SMI herein contained shall be true as of and at the effective time of the Merger with the same effect as though made at such time; SMI shall have performed all obligations and complied with all covenants required by this Agreement to be performed or complied with by it prior to the effective time of the Merger.

12.2.2. No material change in the corporate status, businesses, operations, or financial condition of SMI shall have occurred since the date of the financial statements provided (whether or not covered by insurance), other than changes in the ordinary course of business, none of which has been materially adverse in relation to SMI, taken as a whole, and no other event or condition of any character shall have occurred or arisen since that date which shall have materially and adversely affected the corporate status, businesses, operations, or financial condition of SMI, taken as a whole.

12.3. Termination and Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned at any time before the effective time of the Merger, whether before or after adoption or approval of this Agreement by the shareholders of the Constituent Corporations under any one or more of the following circumstances:

12.3.1. By the mutual consent of the Board of Directors of the Constituent Corporations, respectively;

12.3.2. By SMI if, prior to the effective time of the Merger, the conditions set forth in Section 12.1 shall not have been met;

12.3.3. By Society if, prior to the effective time of the Merger, the conditions set forth in Section 12.2 shall not have been met;

Upon any such termination and abandonment, no party shall have any liability or obligation hereunder to the other parties.

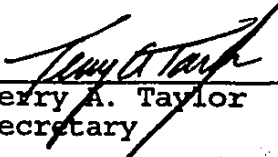
12.4. Amendments. Any of the terms or conditions of this Agreement may be modified or waived at any time before the effective time of the Merger by the party which is, or the shareholders of which are, entitled to the benefit thereof upon the authority of the Board of Directors of such party, provided that any such modification or waiver shall, in the judgment of the party making it, not affect substantially or materially and adversely the benefits to such party or its shareholders intended under this Agreement.


IN WITNESS WHEREOF, this Agreement has been signed by the  
duly authorized officers of each of the Constituent Corporations.

SMI

Attest:

SOCIETY MANAGEMENT, INC.  
a Florida corporation

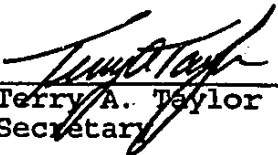
  
Terry A. Taylor  
Secretary


  
Jack T. Lupton  
Vice President

SOCIETY

Attest:

SOCIETY MANAGEMENT, INC.  
a Nevada corporation

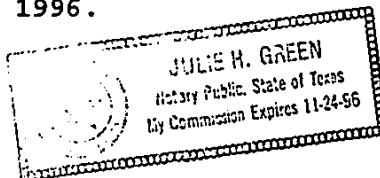
  
Terry A. Taylor  
Secretary

  
James M. Hinckley  
President

STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

BEFORE ME, a notary public, on this day personally appeared Jack T. Lupton, Vice President, of Society Management, Inc., a Florida corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Plan and Agreement of Merger in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.

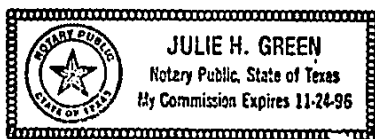


  
Notary Public, State of Texas

STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

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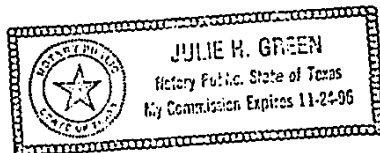


  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, a notary public, on this day personally appeared James M. Hinckley, President, of Society Management, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Plan and Agreement of Merger in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.

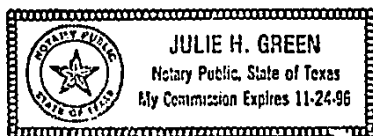


*Julie H. Green*  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, a notary public, on this day personally appeared Terry A. Taylor, Secretary, of Society Management, Inc., a Nevada corporation, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct and that he executed the Plan and Agreement of Merger in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of August, 1996.



*Julie H. Green*  
Notary Public, State of Texas