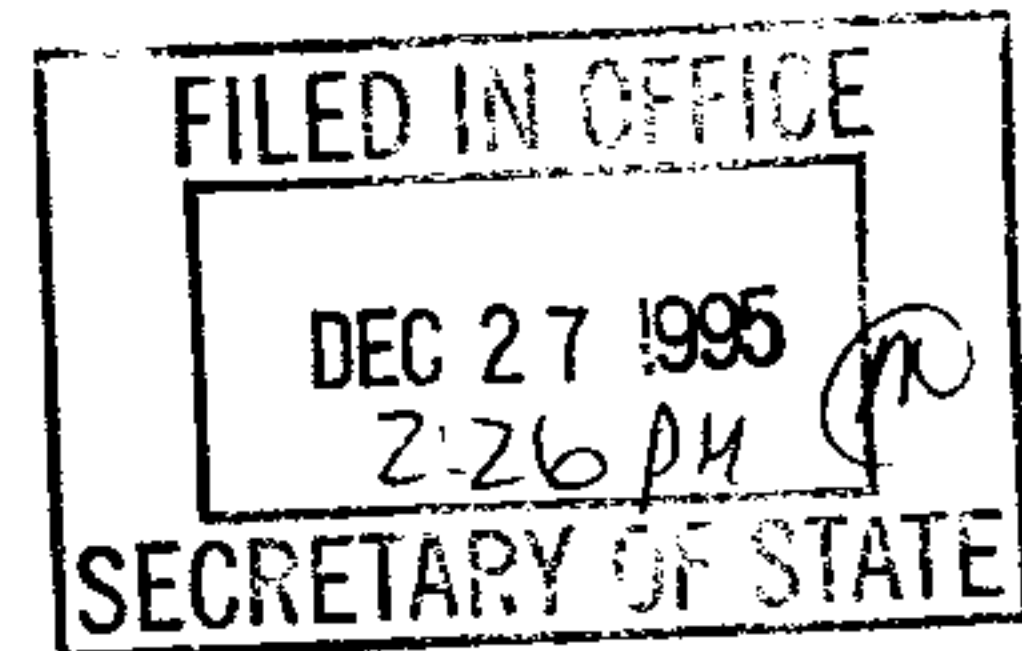


ARTICLES OF MERGER  
OF  
CURREY & COMPANY, INC.  
AND  
CURREY & COMPANY OF GEORGIA, INC.



TO THE SECRETARY OF STATE  
STATE OF ALABAMA

Pursuant to the provisions of the Alabama Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following Articles of Merger.

1.

The Plan and Agreement of Merger (the "Plan") between CURREY & COMPANY, INC. ("Currey Alabama"), an Alabama corporation, and CURREY & COMPANY OF GEORGIA, INC. ("Currey Georgia"), a Georgia corporation, pursuant to which Currey Alabama is to be merged with and into Currey Georgia, is attached hereto as Exhibit "A" and incorporated herein by reference. The Plan was approved by resolution adopted at a meeting by the board of directors of Currey Alabama on December 20, 1995 and by resolution adopted at a meeting by the board of directors of Currey Georgia on December 20, 1995.

2.

Under the Plan, Currey Georgia is to be the surviving corporation in the merger.

3.

In respect of Currey Alabama, the designation, the number of

Ellen Melnick  
CSC Networks  
66 Luckie Street  
Atlanta GA 30303

01/08/1996-00577  
11:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
1008 M.D. 25.00

Inst # 1996-00577

outstanding shares, the number of votes entitled to be cast by each voting group entitled to vote on the Plan, are as follows:

(a) Designation of voting group: The only voting group is the holders of common shares of Currey Alabama;

(b) Number of outstanding shares of voting group: There are 100 shares of issued and outstanding common stock;

(c) Number of votes of voting group entitled to be cast by each voting group entitled to vote separately on the Plan: 100 shares of issued and outstanding common stock.

4.

In respect of Currey Alabama, the total number of votes cast for and against the Plan herein provided for by each voting group entitled to vote on the Plan is as follows:

(a) Designation of voting group: Holders of common shares.

(b) Number of votes of voting group cast for the Plan: 100 shares.

(c) Number of votes of voting group cast against the Plan: None.

5.

In respect of Currey Alabama, the number of votes cast for the Plan by the holders of such common shares was sufficient for approval of the Plan by such voting group.

6.

The merger of Currey Alabama with and into Currey Georgia is permitted by the laws of the jurisdiction of organization of Currey Georgia and has been authorized in compliance with said laws.

7.

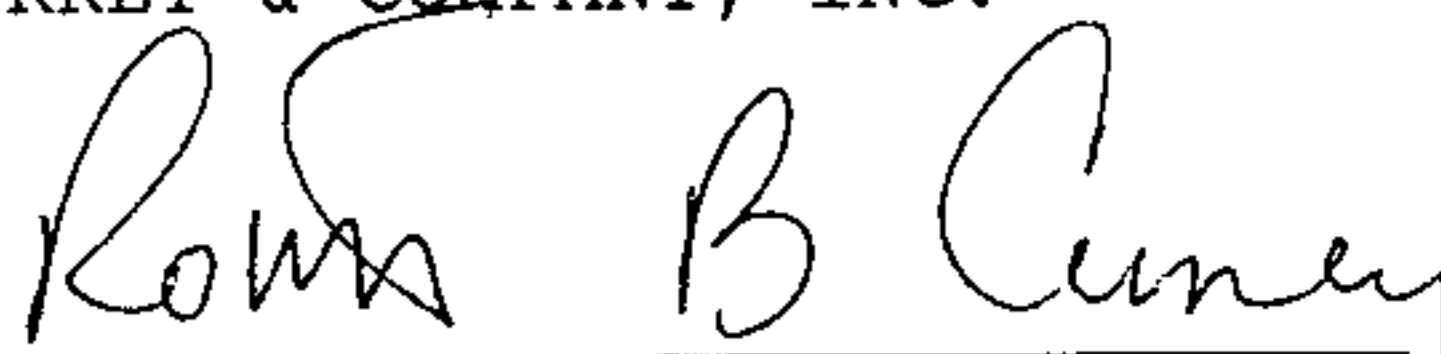
The county in the State of Alabama in which the articles of incorporation of Currey Alabama are filed is the County of Shelby.

8.

As provided in the Plan, the effective time of the merger provided for in the State of Alabama is 10:59 p.m., Alabama time, on December 31, 1995, provided that prior to such time, these Articles of Merger have been filed with the Secretary of State of Alabama in the manner required by the Alabama Business Corporation Act and Articles of Merger have been filed with the Secretary of State of Georgia in the manner required by the Georgia Business Corporation Code.

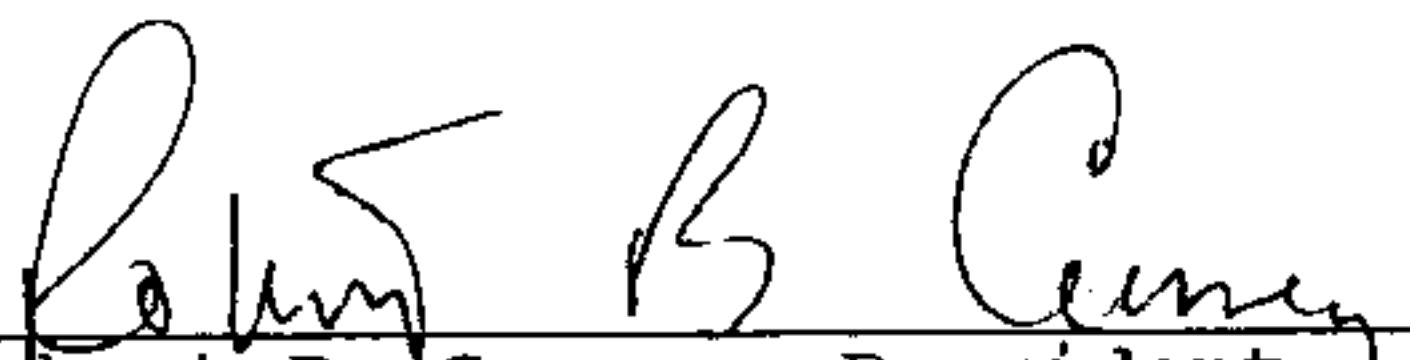
IN WITNESS WHEREOF, each of the merging corporations has caused these Articles of Merger to be executed by its duly authorized officers, this 20 day of December, 1995.

CURREY & COMPANY, INC.



Robert B. Currey, President

CURREY & COMPANY OF GEORGIA, INC.



Robert B. Currey, President

PLAN AND AGREEMENT OF MERGER

THIS PLAN AND AGREEMENT OF MERGER dated December 20, 1995, by and between CURREY & COMPANY, INC., an Alabama corporation (hereinafter sometimes referred to as "Currey Alabama"), and CURREY & COMPANY OF GEORGIA, INC., a Georgia corporation (hereinafter sometimes referred to as "Currey Georgia"), said Currey Alabama and Currey Georgia sometimes referred to collectively as the "Merging Corporations";

W I T N E S S E T H:

WHEREAS, the respective Boards of Directors of the Merging Corporations deem it advisable and in the best interests of their respective corporations that Currey Alabama merge into Currey Georgia which shall be the surviving corporation in the merger, and that upon such merger Currey Alabama's existence shall cease;

WHEREAS, Currey Georgia was organized on December 12, 1995, under the Georgia Business Corporation Code, with an authorized capital stock consisting of 1,000 shares of Voting Stock, no par value per share, of which 100 shares have been validly issued and are presently outstanding;

WHEREAS, Currey Alabama was organized on December 19, 1988, under the Alabama Business Corporation Act, and has an authorized capital stock consisting of 100 shares of Common Stock, par value \$1 per share, of which 100 shares are now issued and outstanding;

WHEREAS, Section 14-2-1107 of the Georgia Business Corporation Code permits, as contemplated by Section 10-2B-11.07 of the Alabama Business Corporation Act, a Georgia corporation (Currey Georgia) to merge with a foreign corporation (Currey Alabama) if such merger is



permitted by the laws of the jurisdiction under which such foreign corporation is organized;

NOW, THEREFORE, Currey Alabama and Currey Georgia, in consideration of the premises and mutual covenants herein contained, and subject to the approval of this Plan and Agreement of Merger by the shareholders of each of the Merging Corporations as hereinafter provided, hereby agree that Currey Alabama shall be merged into Currey Georgia in the manner and with the effect provided by the Alabama Business Corporation Act and the Georgia Business Corporation Code whereupon Currey Alabama's existence shall cease; and Currey Georgia (the "Surviving Corporation") shall survive such merger and shall continue to exist under, and be governed by, the Georgia Business Corporation Code and other applicable laws of the State of Georgia, and pursuant to the following Plan of Merger:

1. Names of Merging Corporations and Surviving Corporation.

The names of the corporations proposing to merge are Currey & Company, Inc. and Currey & Company of Georgia, Inc., which shall be the Surviving Corporation. At the effective time of the merger the name by which the Surviving Corporation shall be known is:

CURREY & COMPANY, INC.

2. Terms and Conditions of Merger. The terms and conditions of the merger are as follows:

(a) Except as herein specifically set forth, the identity, existence, purposes, powers, objects, franchises, privileges, rights and immunities of Currey

Georgia shall continue unaffected and unimpaired by the merger and, at the effective time of the merger, the corporate franchises, existence, property and rights of Currey Alabama shall be merged into Currey Georgia and Currey Georgia shall, as the Surviving Corporation, be fully vested therewith. At the effective time of the merger Currey Georgia shall be obligated for all obligations of Currey Alabama. The separate existence and corporate organization of Currey Alabama, except insofar as they may be continued by statute, shall cease when the merger shall become effective.

(b) At the effective time of the merger, the Articles of Incorporation of Currey Georgia as amended herein shall become the Articles of Incorporation of the Surviving Corporation and shall thereafter continue to be its Articles of Incorporation until changed as provided by law.

(c) At the effective time of the merger, the by-laws of Currey Georgia shall be the by-laws of the Surviving Corporation and shall thereafter continue to be its by-laws until changed as provided therein.

(d) The Directors and Officers of Currey Georgia shall be the Directors and Officers of the Surviving Corporation upon the effective date of this Agreement and shall continue in office until the next annual meeting of the shareholders and of directors of said Surviving

Corporation and until their successors shall have been elected and qualified.

3. Manner and Basis of Converting Shares. The manner and basis for converting the shares of the Merging Corporations into shares or securities of the Surviving Corporation are as follows:

(a) Each share of the Common Stock, par value \$1 per share, of Currey Alabama which is issued and outstanding at the effective time of the merger shall automatically be changed and converted into one share of Voting Stock, no par value per share, of the Surviving Corporation.

(b) After the effective time of the merger, each holder of an outstanding certificate or certificates which prior thereto represented shares of Common Stock of Currey Alabama may surrender the same to the Surviving Corporation, and such holder shall be entitled upon such surrender to receive in exchange therefor a certificate or certificates representing the number of shares of no par value Voting Stock of the Surviving Corporation on the basis provided herein. Until so surrendered, the outstanding certificates for the shares of the stock of Currey Alabama to be converted into the shares of the Surviving Corporation, as provided herein, may be treated by the Surviving Corporation for all corporate purposes as evidencing the ownership of shares of the Surviving Corporation as though said surrender and exchange had

taken place.

(c) Each share of the no par value Voting Stock of the Surviving Corporation which shall be outstanding on the effective date of the merger, shall, upon such effective date, continue as one share of the no par value Voting Stock of the Surviving Corporation.

4. Articles of Incorporation of the Surviving Corporation.

At the effective time of the merger the Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of Currey Georgia as then in effect except that Article 1 of said Articles shall be amended to read as follows:

"1.

The name of the corporation is CURREY &  
COMPANY, INC."

5. Effective Time of Merger. The manner of fixing the effective time of the merger is as follows:

The effective time of the merger shall be 10:59 p.m. on December 31, 1995, Alabama time, provided that prior thereto, Articles of Merger, containing the Plan and Agreement of Merger, shall have been filed with the Secretary of State of Georgia in the manner required by the Georgia Business Corporation Code and with the Secretary of State of Alabama in the manner required by the Alabama Business Corporation Act.

6. Further Assurances. If at any time the Surviving Corporation shall deem or be advised that any further assignments, assurances in law, or other acts or instruments are necessary or desirable to vest or confirm in the Surviving Corporation the title



to any property of Currey Alabama, at the request and expense of the Surviving Corporation, the proper officers and directors of Currey Alabama shall and will do all such acts and things as may be necessary or appropriate to vest or confirm title to such property in the Surviving Corporation and otherwise to carry out the purposes of this Plan and Agreement of Merger.

7. Abandonment and Costs and Expenses.

(a) Anything herein to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned at any time prior to the time of filing articles of merger containing this Plan and Agreement of Merger with the Secretary of State of Georgia, by mutual consent of both of the merging Corporations. In the event of abandonment of this Plan and Agreement of Merger by the Merging Corporations, this Plan and Agreement of Merger shall become wholly void and of no effect and there shall be no liability on the part of either of the Merging Corporations or its Board of Directors or shareholders to the other Merging Corporation.

(b) Each of the Merging Corporations shall bear and pay all costs and expenses incurred by it in connection with the consummation of the merger, including, without limiting the generality of the foregoing, fees and expenses of accountants and counsel and the cost of any documentary stamps, sales and excise taxes which may be imposed upon or payable in respect of the transactions.

8. Submission to Shareholders. This Plan and Agreement of Merger, having been authorized, adopted, and approved by written consent of all members of the Board of Directors of each of the Merging Corporations, shall be submitted for consideration to the shareholders of Currey Alabama and Currey Georgia. If this Plan and Agreement of Merger is approved by the required affirmative vote of two-thirds (2/3s) of the holders of the outstanding shares of common stock of Currey Alabama and by the required affirmative vote of a majority of the holders of the outstanding shares entitled to vote of Currey Georgia and is not abandoned under the provisions hereof (a) the filings required by Section 10-2B-11.05 of the Alabama Business Corporation Act shall be made in that State, and (b) articles of merger containing this Plan and Agreement of Merger shall be filed with the Secretary of State of Georgia, as provided in the applicable provisions of the Georgia Business Corporation Code.

9. Amendment and Modification. Currey Alabama and Currey Georgia, by mutual consent of their respective Boards of Directors, may amend, modify or supplement this Plan and Agreement of Merger in such manner as may be agreed upon by them in writing at any time before or after approval thereof by the shareholders of Currey Alabama or of Currey Georgia or both; provided, however, that no such amendment, modification and supplement shall effect the rights of the shareholders of Currey Alabama or Currey Georgia in a manner which is materially adverse to such shareholders.

10. Termination. This Plan and Agreement of Merger may be

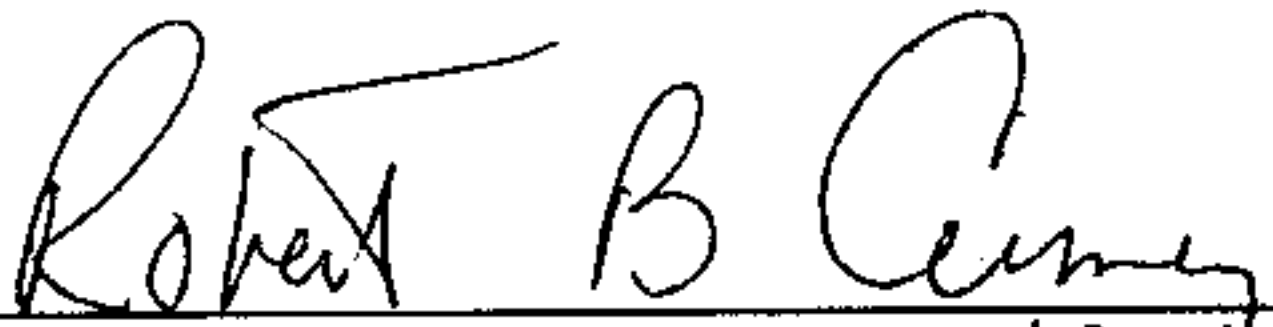
terminated by either party hereto by action of the Board of Directors of either of the Merging Corporations if the merger shall not have become effective by January 31, 1996.

11. Title, Headings. The title of this Plan and Agreement of Merger and the various headings used herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of this Agreement.

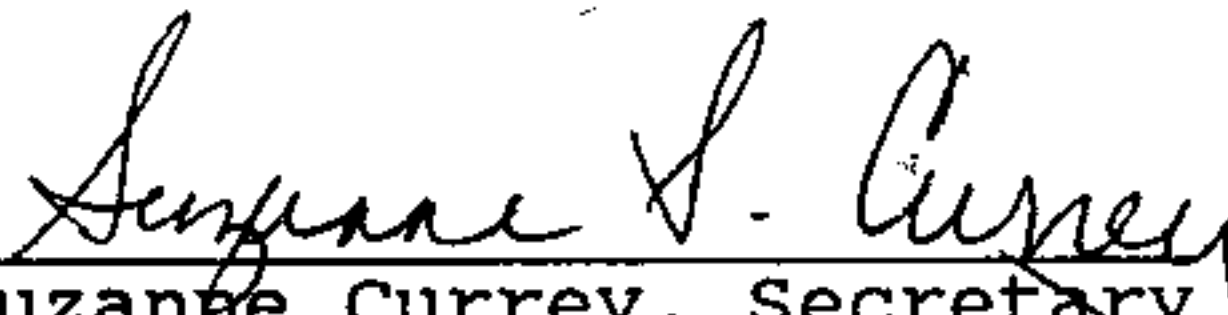
12. Counterparts. For the convenience of the parties to this Plan and Agreement of Merger, any number of counterparts hereof may be executed and each counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been signed by the Presidents thereto duly authorized of each of the Merging Corporations, all as of the day and year first above written.

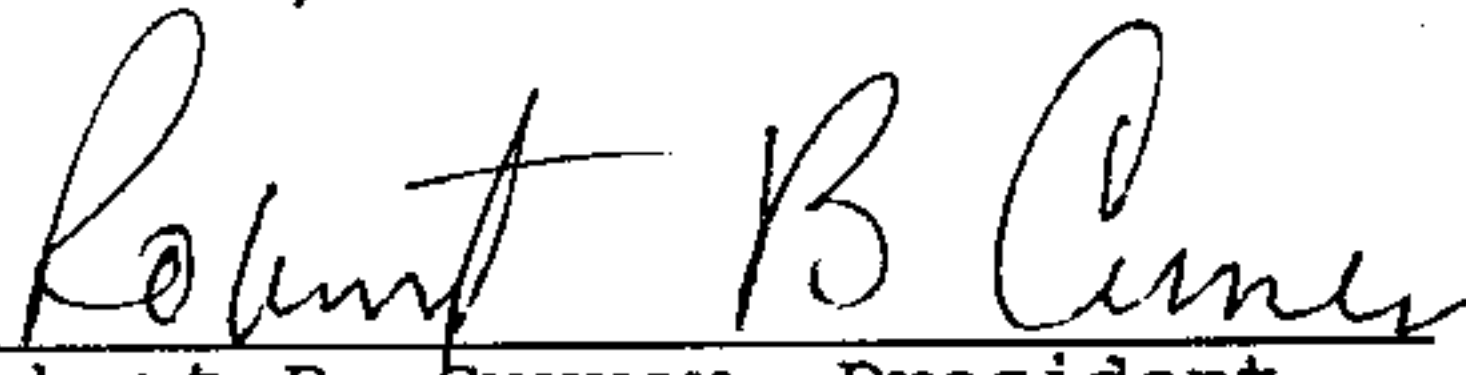
CURREY & COMPANY, INC.

  
Robert B. Currey, President

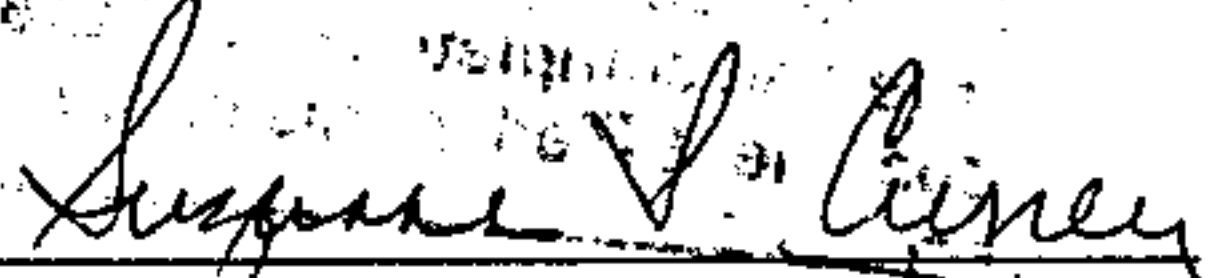
Attest:

  
Suzanne Currey, Secretary

CURREY & COMPANY OF  
GEORGIA, INC.

  
Robert B. Currey, President

Attest:

  
Suzanne Currey, Secretary

01/08/1996-00577  
11:10 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCD 25.00

Inst # 1996-00577

Secretary of State  
State of Alabama

I hereby certify that this is a  
true and complete copy of the  
document filed in this office  
on December 27, 1995

*John Barnett*  
\_\_\_\_\_  
Secretary of State