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TALLAHASSEE, FLORIDA

Merger

T BROWN JAN -7 2003

# CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

Bug-Out Service, Inc.

file  
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- Corp Record Search
- Officer Search
- Fictitious Search
- Fictitious Owner Search
- Vehicle Search
- Driving Record
- UCC 1 or 3 File
- UCC 11 Search
- UCC 11 Retrieval
- Courier

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

BUG OUT SERVICE TERMITE CONTROL, INC., a Florida entity,  
P95000012350

BUG OUT SERVICE COMMERCIAL, INC., a Florida entity, P95000012356

INTO

**BUG-OUT SERVICE INC**, a Florida entity, 297023

File date: January 2, 2003

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED  
03 JAN -2 PM 12:39  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Bug-Out Service Inc</u>	<u>Florida</u>	<u>297023</u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Bug Out Service Commercial, Inc.</u>	<u>Florida</u>	<u>P95000012356</u>
<u>Bug Out Service Termite Control, Inc.</u>	<u>Florida</u>	<u>P95000012350</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR** 01/02/03 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the surviving corporation on 12/27/02

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)  
The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 12/27/02

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

*(Attach additional sheets if necessary)*



PLAN OF MERGER  
of  
BUG OUT SERVICE TERMITE CONTROL, INC.  
and  
BUG OUT SERVICE COMMERCIAL, INC.  
with and into  
BUG-OUT SERVICE INC

THIS PLAN OF MERGER ("Plan") is made as of the 27<sup>th</sup> day of December, 2002, by and among BUG OUT SERVICE TERMITE CONTROL, INC. ("Termite"), BUG OUT SERVICE COMMERCIAL, INC. ("Commercial") and BUG-OUT SERVICE INC ("Service), Termite, Commercial and Service all being Florida corporations, and all being hereinafter sometimes referred to as the "Constituent Corporations."

WHEREAS, Service, Termite and Commercial are all corporations organized and existing under the laws of the State of Florida;

WHEREAS, Service, Termite and Commercial deem the merger ("Merger") of Termite and Commercial into Service, under and pursuant to the terms and conditions herein set forth or referred to, desirable and in the best interests of the respective corporations and their respective stockholders; and

WHEREAS, the respective boards of directors and stockholders of Service, Termite and Commercial have all adopted resolutions approving this Plan pursuant to Sections 607.1101 and 607.1103, Florida Statutes.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and agreements herein contained, and in accordance with the applicable provisions of the Florida General Corporation Act, the parties hereby agree as follows:

ARTICLE I  
TERMS OF MERGER

1.01. Consummation of Merger. As of the close of business on December 31, 2002, and subject to the terms and other conditions of this Plan, Termite and Commercial shall be merged into Service in accordance with the Florida General Corporation Act. The Merger shall be effective on

such date and when a properly executed certificate of merger (together with any other documents required by law to effectuate the Merger) shall be filed with the Secretary of State of the State of Florida. When used in this Plan, the term "Effective Date of the Merger" shall mean December 31, 2002, or such later date as applicable state law may require, and "Surviving Corporation" shall mean Service, which shall be the surviving corporation in the Merger. The Merger shall be consummated pursuant to this Plan. The corporate existence of Service shall continue unaffected and unimpaired by the Merger and, as the surviving corporation, it shall continue to be governed by the laws of the State of Florida.

1.02. The Surviving Corporation. The Surviving Corporation shall have the name Bug-Out Service, Inc. and shall possess all the properties and rights and be subject to all the restrictions and duties of Termite, Commercial and Service and be governed by the laws of the State of Florida.

1.03. Articles of Incorporation and By-Laws. In order to provide for the additional shares of stock as contemplated by Article I, the Articles of Incorporation of Service shall be amended by amending Article III to read as follows:

The maximum number of shares of capital stock that this corporation is authorized to have outstanding at any one time shall be one thousand (1,000) shares of stock having a par value of One Hundred Dollars (\$100.00) per share, which shall be and are hereby designated as common stock of the same class. Each stockholder of the corporation owning shares of common stock shall, at every meeting of the stockholders, be entitled to one vote in person or by proxy for each such share of said stock held by such stockholder.

Except as provided above, the Articles of Incorporation and By-Laws of Service in effect immediately prior to the Effective Date of the Merger shall be the Articles of Incorporation and By-Laws of the Surviving Corporation until altered, amended or repealed in accordance with the provisions thereof and the Florida General Corporation Act.

1.04. Capital Stock. The authorized and issued capital stock of Service immediately prior to the Effective Date of the Merger shall be the authorized and issued capital stock of the Surviving Corporation.

ARTICLE II  
EXCHANGE OF CAPITAL STOCK

2.01. Upon the Effective Date, all shares of the existing Common Stock of Termite then outstanding shall be canceled and the holders of each such share of Termite Common Stock shall be entitled to receive 0.1938772 shares of Common Stock of Service for each share of Termite Common Stock held immediately prior to the Effective Date.

2.02. Upon the Effective Date, all shares of the existing Common Stock of Commercial then outstanding shall be canceled and the holders of each such share of Commercial Common Stock shall be entitled to receive 0.00792374 shares of Common Stock of Service for each share of Commercial Common Stock held immediately prior to the Effective Date.

2.03 Upon the Effective Date:

(a) All rights of the holders of shares of the then outstanding common stock of Termite and Commercial as shareholders of such corporations shall cease and such shares shall be canceled and deemed to be no longer outstanding. The holders of shares of such outstanding common stock shall be entitled to receive certificates representing the number of shares of Service common stock on the terms set forth in Sections 2.01 and 2.02 hereof upon the surrender by them of their certificates representing their shares of the outstanding common stock of Termite and/or Commercial, as outstanding immediately prior to the Effective Date;

(b) The capital represented by the shares of the outstanding common stock of Termite and Commercial shall continue to be represented by the shares of the common stock of Service for which they are exchanged or entitled to be exchanged.

(c) The authorized capital of the Surviving Corporation as amended shall be one thousand (1,000) shares of Common Stock, all of the same class, par value one hundred dollars (\$100.00) per share.

(d) The issued and outstanding shares of the Surviving Corporation shall be 401.80094 shares of Common Stock;

(e) Each share of common stock of Termite and Commercial which is outstanding immediately prior to the Effective Date of the merger shall be deemed to be cancelled; and

(f) The Board of Directors of the Surviving Corporation shall have the power to take



such further action as it shall deem necessary, proper or advisable with respect to the foregoing exchange.

## ARTICLE II BOARD OF DIRECTORS

From and after the Effective Date of the Merger, the directors of the Surviving Corporation,, who shall hold office until their successors are elected and qualified according to the ByLaws of the Surviving Corporation, shall be the same as the directors of Service immediately prior to the Effective Date of the Merger.

## ARTICLE III RIGHTS AND OBLIGATIONS AND FURTHER ASSURANCES

3.01. Rights and Obligations. On the Effective Date of the Merger, the separate existence of Termite and Commercial shall cease, and the Surviving Corporation shall possess all the rights, privileges, immunities and franchises of a public as well as of a private nature, and be subject to all the duties and liabilities of the Constituent Corporations, and all and singular, the rights, privileges, immunities and franchises of the Constituent Corporations, and all property, real, personal or mixed, and all debts due to Constituent Corporations on whatever account, including, without limiting the generality of the foregoing, subscriptions to shares, and all other choses in action and all and every other interest of or belonging to or due to the Constituent Corporations, shall be taken and deemed to be transferred to and vested in the Surviving Corporation; and all property, rights, privileges, 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 Constituent Corporations, and the title to any real estate, or any interest therein, vested by deed or otherwise in the Constituent Corporations 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 the Constituent Corporations shall be preserved unimpaired, and all liabilities and obligations of the Constituent Corporations shall henceforth attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if said liabilities and obligations had been incurred or contracted by the Surviving

Corporation. Any claim existing or action or proceeding, whether civil, criminal or administrative, pending by or against either Constituent Corporation may be prosecuted to judgment or decree as if the Merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

3.02 Further Assurances. From time to time, after the Effective Date of the Merger, as and when requested by Service and to the extent permitted by Florida law, the officers and directors of Termite and Commercial last in office shall execute and deliver or cause to be executed and delivered in the name of Termite and Commercial, such deeds, assignments and other instruments and shall take or cause to be taken such further or other actions as shall be necessary in order to vest or perfect in or to confirm of record or otherwise to the Surviving Corporation title to, and possession of, all the property, interests, assets, rights, privileges, immunities, powers, franchises and authorities of Termite and Commercial, and otherwise to carry out the purposes of this Plan; provided that the Surviving Corporation shall, to the extent provided in the By-Laws of the Surviving Corporation, indemnify any such officer or director who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he executed or delivered such instrument or took such action at the request of the Surviving Corporation.

#### ARTICLE IV

##### GENERAL

4.01 Counterparts. For the convenience of the parties hereto, this Plan may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

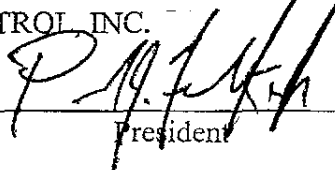
4.02 Governing Law. This Plan shall be governed by, and construed in accordance with, the laws of the State of Florida.

4.03 Entire Agreement. This Plan supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter hereto and contains the entire agreement of the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, each of the Constituent Corporations have caused this Plan to

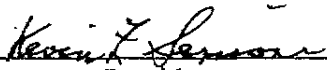
be signed in accordance with the Florida General Corporation Act as of the day and year first above written.

BUG OUT SERVICE TERMITE  
CONTROL, INC.

By:   
President

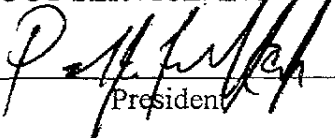
(Corporate Seal)

BUG OUT SERVICE COMMERCIAL, INC.

By:   
President

(Corporate Seal)

BUG-OUT SERVICE, INC.

By:   
President

(Corporate Seal)