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469703

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TALLAHASSEE, FLORIDA

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660 East Jefferson Street

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Tallahassee, FL 32301 (850)222-1092

City State Zip Phone

300003057803--0  
-12/01/99--01042--015  
\*\*\*\*\*70.00 \*\*\*\*\*70.00

CORPORATION(S) NAME

Continental Landscaping and Lawn Maintenance, Inc.  
Merges into:  
Lukes' Landscaping, Inc

- Profit
- NonProfit
- Limited Liability Company
- Foreign
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- Reinstatement
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TALLAHASSEE, FLORIDA  
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CHRIS A. [unclear]

ARTICLES OF MERGER  
Merger Sheet

MERGING:

CONTINENTAL LANDSCAPING AND LAWN MAINTENANCE, INC., a Florida  
corporation P99000101310

INTO

**LUKE'S LANDSCAPING, INC.**, a Florida entity, 469703.

File date: December 1, 1999

Corporate Specialist: Annette Ramsey



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

December 1, 1999

CT Corporation System  
660 East Jefferson St.  
Tallahassee, FL 32301

SUBJECT: LUKE'S LANDSCAPING, INC.  
Ref. Number: 469703

We have received your document for LUKE'S LANDSCAPING, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

If you have any questions concerning the filing of your document, please call (850) 487-6907.

Annette Ramsey  
Corporate Specialist

Letter Number: 199A00056867

*Ann*

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TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER  
OF  
CONTINENTAL LANDSCAPING AND LAWN MAINTENANCE, INC.  
INTO  
LUKE'S LANDSCAPING, INC.**

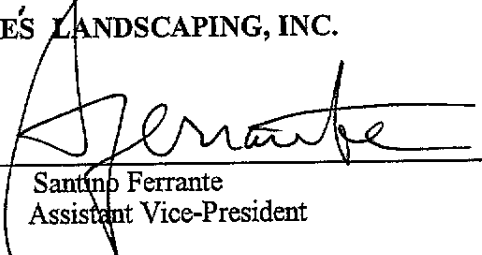
99 DEC 30 PM 2:52  
FILED  
SECOND JUDICIAL CIRCUIT  
TALLAHASSEE, FLORIDA

Pursuant to the Florida Business Corporation Act of the State of Florida, the following Articles of Merger are adopted by Luke's Landscaping, Inc., a Florida corporation, and Continental Landscaping and Lawn Maintenance, Inc., a Florida corporation.

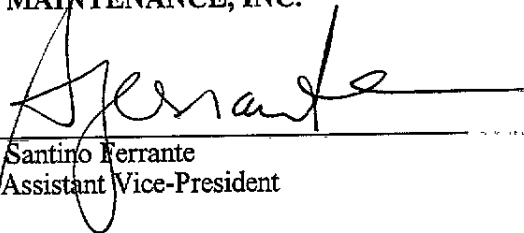
- FIRST:** That the Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with such corporation's Articles of Incorporation and the Florida Business Corporation Act.
- SECOND:** The Agreement and Plan of Merger has been adopted and approved by the sole shareholder of Luke's Landscaping, Inc. by unanimous written consent in lieu of a meeting on November 24, 1999.
- THIRD:** The Agreement and Plan of Merger has been adopted and approved by the sole shareholder of Continental Landscaping and Lawn Maintenance, Inc. by unanimous written consent in lieu of a meeting on November 24, 1999.
- FOURTH:** A true and correct copy of the Agreement and Plan of Merger (the "Plan of Merger") between Luke's Landscaping, Inc. and Continental Landscaping and Lawn Maintenance, Inc., is attached hereto as Exhibit A and incorporated herein by reference.
- FIFTH:** That these Articles of Merger shall be effective upon filing.

IN WITNESS WHEREOF, the undersigned have caused these Articles to be executed by their duly authorized officers as of this 24 day of November, 1999.

LUKE'S LANDSCAPING, INC.

By:   
Its: Santino Ferrante  
Assistant Vice-President

CONTINENTAL LANDSCAPING AND  
LAWN MAINTENANCE, INC.

By:   
Its: Santino Ferrante  
Assistant Vice-President

## AGREEMENT AND PLAN OF MERGER

### EXHIBIT A

**THIS AGREEMENT AND PLAN OF MERGER** is made and entered into as of this 24<sup>th</sup> day of November, 1999, by and between Continental Landscaping and Lawn Maintenance, Inc., a Florida corporation, ("CLLM") and Luke's Landscaping, Inc., a Florida corporation ("Luke") (the "Agreement").

### RECITALS

- A. CLLM and Luke (individually sometimes called a "Constituent Corporation" and together called the "Constituent Corporations") desire that CLLM merge with and into Luke with Luke being the surviving corporation.
- B. Luke is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is authorized by the Secretary of State of the State of Florida to conduct a business, with authorized capital of 30 shares of Class A common stock of which, on the date hereof, there are 3 shares issued and outstanding ("Luke Class A Common Stock") and 30 shares of Class B, non-voting common stock of which, on the date hereof, there are no shares issued and outstanding ("Luke Class B Common Stock");
- C. CLLM is a Florida corporation duly organized, validly existing and in good standing under the laws of the State of Florida, and is authorized by the Secretary of State of the State of Florida to conduct a business, with authorized capital of 2,000 shares of common stock of which, on the date hereof, there are 7 shares issued and outstanding ("CLLM Common Stock").
- D. The respective boards of directors of CLLM and Luke deem it desirable and in the best interest of their respective corporations and stockholders that CLLM be merged with and into Luke as provided in this Agreement pursuant to the laws of the State of Florida and that Luke be the surviving corporation (the "Surviving Corporation").

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

### ARTICLE 1.0 THE MERGER

1.1. Upon consummation of the merger contemplated herein, at the Effective Time (as defined in Article 4.0 hereof) CLLM shall be merged with and into Luke which shall thereupon be the surviving corporation, and the separate corporation existence of CLLM shall cease (the "Merger").

### ARTICLE 2.0 THE NAME

2.1. The name of the surviving corporation shall be "Luke's Landscaping, Inc. ".

**ARTICLE 3.0            ARTICLES OF INCORPORATION**

3.1.    The Articles of Incorporation of Luke, as in effect immediately prior to the Effective Time provided for in this Agreement shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

**ARTICLE 4.0            EFFECTIVE TIME**

4.1.    The Merger will become effective upon the filing of a copy of this Agreement and all other requisite accompanying certificates in the office of the Secretary of State of the State of Florida. The date and time of such filing with the Secretary of State of the State of Florida is referred to herein as the "Effective Time".

**ARTICLE 5.0            BY-LAWS**

5.1.    The By-Laws of Luke as in effect immediately prior to the Effective Time, shall at and after the Effective Time, continue to be the By-Laws of the Surviving Corporation.

**ARTICLE 6.0            DIRECTORS AND OFFICERS**

6.1.    The board of directors and officers of Luke immediately prior to the Effective Time shall, at and after the Effective Time, serve as the board of directors and officers of the Surviving Corporation until its next annual meeting of shareholders or until such time as their successors have been elected and qualified.

**ARTICLE 7.0            RIGHTS AND DUTIES OF SURVIVING CORPORATION**

7.1.    At and after the Effective Time, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of CLLM shall be transferred to, vested in and devolved upon the surviving corporation without further act or deed and all property rights, and every other interest of surviving corporation and CLLM shall be as effectively the property of the surviving corporation as they were of the surviving corporation and CLLM, respectively. All rights of creditors of CLLM and all liens upon any property of CLLM shall be preserved unimpaired, and all debts, liabilities, obligations and duties of CLLM may be enforced against the surviving corporation to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Time, the last acting officers of CLLM, or the corresponding officers of the surviving corporation, may, in the name of CLLM, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as the surviving corporation may deem necessary or desirable in order to vest in the surviving corporation title to and possession of any property of CLLM acquired or to be acquired by reason of or as a result of the Merger and

otherwise to carry out the intents and purposes hereof, and the proper officers and directors of the surviving corporation are fully authorized in the name of CLLM or otherwise to take any and all such action.

## **ARTICLE 8.0            CONVERSION OF SHARES**

8.1.    In and by virtue of the Merger and at the Effective Time, pursuant to this Agreement, the shares of each of the Constituent Corporations shall be converted into the shares or other securities of the Surviving Corporation as follows:

(a)    Effect on CLLM Stock:

- (i)    Each share of CLLM Common Stock that is issued and outstanding (other than shares of CLLM Common Stock, if any, held in the treasury of CLLM) immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and shall be converted into one (1) share of Luke Class A Common Stock. There shall not be any issued and outstanding stock of CLLM that will not be so converted.
- (ii)   Each share of CLLM Common Stock, if any, that shall then be held in the treasury of CLLM immediately prior to the Effective Time, on and after the Effective Time, shall automatically, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled.
- (iii)   On or after the Effective Time of the Merger, each holder of an outstanding certificate representing shares of CLLM Common Stock shall surrender the same to Luke and each holder shall be entitled upon such surrender to receive certificates for the number of shares of Luke Class A Common Stock on the basis provided herein. Until so surrendered, the outstanding shares of the capital stock of CLLM to be converted into the capital stock of Luke as provided herein may be treated by Luke for all corporate purposes as evidencing the ownership of shares of Luke, as though said surrender and exchange had taken place.

(b)    Effect on Luke Stock:

- (i)    Each share of Luke Class A Common Stock and Luke Class B Common Stock issued and outstanding immediately prior to the Effective Time, except for shares as to which dissenters' rights are perfected pursuant to the Florida Business Corporations Act, shall be unaffected and continue to be shares of the Surviving Corporation.

**ARTICLE 9.0 MISCELLANEOUS**

9.1. **Governing Law.** This Agreement and Plan of Merger has been executed in the State of Florida, and the laws of the State of Florida shall govern the validity and interpretation hereof and the performance by the parties hereto.

9.2. **Further Action.** Luke and CLLM each agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

9.3. **Successors and Assigns.** This Agreement and Plan of Merger shall be binding upon and enforceable by the parties hereto and their respective successors, assigns and transferees, but this Agreement and Plan of Merger may not be assigned by either party without the written consent of the other.

9.4. **Termination.** This Agreement may, by the mutual consent and action of the boards of directors of Luke and CLLM, be abandoned at any time before or after approval thereof by the shareholders of CLLM, but not later than the filing of this Agreement with the Secretary of State of the State of Florida.

**IN WITNESS WHEREOF**, the parties to this Agreement and Plan of Merger, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors, have caused this Agreement and Plan of Merger to be executed by their respective assistant vice-president as of the date first set forth above.

**LUKE'S LANDSCAPING, INC.**

  
\_\_\_\_\_  
**Santino Ferrante, Assistant Vice-President**

**CONTINENTAL LANDSCAPING AND LAWN MAINTENANCE, INC.**

  
\_\_\_\_\_  
**Santino Ferrante, Assistant Vice-President**