

P94000087010

CAPITAL CONNECTION, INC.

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

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01 DEC 26 PM 1:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

RealCruz inc  
to  
North American Technology  
Services, Inc

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\*\*\*\*\*70.00 \*\*\*\*\*70.00

- \_\_\_ Art of Inc. File
- \_\_\_ LTD Partnership File
- \_\_\_ Foreign Corp. File
- \_\_\_ L.C. File
- \_\_\_ Fictitious Name File
- \_\_\_ Trade/Service Mark
- Merger File
- \_\_\_ Art. of Amend. File
- \_\_\_ RA Resignation
- \_\_\_ Dissolution / Withdrawal
- \_\_\_ Annual Report / Reinstatement
- \_\_\_ Cert. Copy
- \_\_\_ Photo Copy
- \_\_\_ Certificate of Good Standing
- \_\_\_ Certificate of Status
- \_\_\_ Certificate of Fictitious Name
- \_\_\_ 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

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DEPARTMENT OF REVENUE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

G. Coulliste DEC 27 2001

Signature

Requested by: AW  
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Will Pick Up

ARTICLES OF MERGER  
Merger Sheet

MERGING:

REALCOW,INC., a Florida corporation, P99000086567

INTO

**NORTH AMERICAN TECHNOLOGY SERVICES, INC.**, a Florida entity,  
P94000087010.

File date: December 26, 2001

Corporate Specialist: Cheryl Coulliette

ARTICLES OF MERGER OF REALCOW, INC.  
WITH AND INTO NORTH AMERICAN TECHNOLOGY SERVICES, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger for the purpose of merging REALCOW, INC., a Florida Corporation, with and into NORTH AMERICAN TECHNOLOGY SERVICES, INC., a Florida corporation.

1. The name of each undersigned corporations and the state in which each is incorporated are as follows:

<u>Name of Corporation</u>	<u>State of Incorporation</u>
NORTH AMERICAN TECHNOLOGY SERVICES, INC.	Florida
REALCOW, INC.	Florida

2. The name which the Surviving Corporation is to have after the merger will be "NORTH AMERICAN TECHNOLOGY SERVICES, INC."

3. This merger is permitted under the laws of the State of Florida. REALCOW, INC. and NORTH AMERICAN TECHNOLOGY SERVICES, INC. have complied with the applicable provisions of the laws of the State of Florida.

4. The AGREEMENT AND PLAN OF MERGER OF REALCOW, INC. AND NORTH AMERICAN TECHNOLOGY SERVICES, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit 1 attached hereto and incorporated herein by reference.

5. The Board of Directors of NORTH AMERICAN TECHNOLOGY SERVICES, INC., the Surviving Corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 31<sup>st</sup>, 2000, and directed that such document be submitted to a vote of its shareholders. The Board of Directors of REALCOW, INC. approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 31<sup>st</sup>, 2000, and directed that such document be submitted to a vote of its shareholders. The shareholders of NORTH AMERICAN TECHNOLOGY SERVICES, INC. and REALCOW, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on December 31<sup>st</sup>, 2000, in the manner prescribed by law.

6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Number of Shares Outstanding</u>	<u>Number of Shares Entitled to Vote</u>
NORTH AMERICAN TECHNOLOGY SERVICES, INC.	2,000 shares of ten cents (\$0.10) par value common stock	2,000
REALCOW, INC.	10,000 shares of ten cents (\$0.10) par value common stock	10,000

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7. The number of shares voted for and against approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

<u>Name of Corporation</u>	<u>Total Shares Voted For</u>	<u>Total Shares Voted Against</u>
NORTH AMERICAN TECHNOLOGY SERVICES, INC.	2,000	None
REALCOW, INC.	10,000	None

8. The Charter of NORTH AMERICAN TECHNOLOGY SERVICES, INC. will not be amended in conjunction with the merger.

9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective on the date of filing the Articles of Merger with the Secretary of State, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of NORTH AMERICAN TECHNOLOGY SERVICES, INC. and by the President and Secretary of REALCOW, INC., each thereunto duly authorized, as of the 31<sup>st</sup> day of December, 2000.

NORTH AMERICAN TECHNOLOGY SERVICES, INC.

By:

  
JOHN W. OBERDING, as President

REALCOW, INC.

By:

  
JOHN W. OBERDING, as President

AGREEMENT AND PLAN OF MERGER OF  
REALCOW, INC.  
WITH AND INTO  
NORTH AMERICAN TECHNOLOGY SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 31<sup>st</sup>, 2000, by and between REALCOW, INC. ("RCI"), a corporation organized and existing under the laws of the State of Florida (being hereinafter sometimes referred to as the "Merging Corporation") and North American Technology Services, Inc. ("NAT"), a corporation organized and existing under the laws of the State of Florida (NAT being hereinafter sometimes referred to as the "Surviving Corporation"), said two corporations being hereinafter sometimes referred to collectively as the "Constituent Corporations"

WHEREAS, the Board of Directors and Shareholders of each of the Constituent Corporations deem it advisable and in the best interests of the Constituent Corporations that RCI be merged with and into NAT, with NAT being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

MERGER

1.1 RCI shall be merged with and into NAT in accordance with the laws of the State of Florida. The separate corporate existence of RCI shall thereby cease, and NAT shall be the Surviving Corporation.

1.2 The name which the Surviving Corporation is to have after the merger shall be "North American Technology Services, Inc."

1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of the Constituent Corporations. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.

1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized in the state of Florida and shall be liable and responsible for all the liabilities and obligations of the Constituent Corporations. The rights of the creditors of the Constituent Corporations, or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein, the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

ARTICLE II

TERMS AND CONDITIONS OF THE MERGER

The terms and conditions of the merger shall be as follows:

2.1 The merger shall become effective on the date of filing the Articles of Merger with the Secretary of State. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time."



2.2 Prior to the Effective Time, the Constituent Corporations shall take all such actions as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in, or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of the Constituent Corporations, or either of them, the officers and directors of the Constituent Corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

### ARTICLE III

#### CHARTER AND BYLAWS; DIRECTORS AND OFFICERS

3.1 The Articles of Incorporation of NAT, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.

3.2 The Bylaws of NAT, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.

3.3 The persons who are the Directors and officers of NAT immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

### ARTICLE IV

#### CONVERSION OF SHARES

4.1 The Surviving Corporation presently has issued an outstanding two thousand (2,000) shares of ten cents par value common stock ("NAT Common"), which shares are the only outstanding shares of the Surviving Corporation.

4.2 The Merging Corporation presently has issued an outstanding ten thousand (10,000) shares of ten cents par value common stock ("RCI Common").

4.3 At the Effective Time, each issued and outstanding share of RCI Common shall be converted into .0009 share (for a total of 9 shares) of Common. After the Effective Time, each holder of an outstanding certificate or certificates theretofore representing shares of RCI Common, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing, respectively, .001 share of NAT common share for every one (1) share of RCI Common previously represented by the stock certificates surrendered but in no event more than 9 shares of NAT Common. No other cash, shares, securities or obligations will be distributed or issued upon conversion of RCI Common.

### ARTICLE V

#### MISCELLANEOUS

5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either of the Constituent Corporations may, in their sole discretion at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective Constituent Corporation. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this Paragraph 5.1, the same shall become null and void

and shall have no further effect. Such termination shall not give rise to any liability on the part of either of the Constituent Corporations or its Directors, officers or shareholders in respect of this Agreement and Plan.

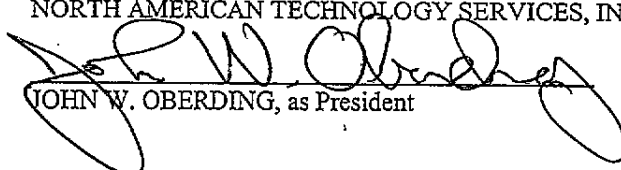
5.2 The Shareholders of RCI and NAT dissenting to the Agreement and Plan shall be entitled to be paid the fair value of their shares upon compliance with statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized officers of the Constituent Corporations pursuant to the authorization by the Board of Directors and Shareholders of the Constituent Corporations, all as of the day and year first above written.

NORTH AMERICAN TECHNOLOGY SERVICES, INC.

By:

  
JOHN W. OBERDING, as President

REALCOW, INC.

By:

  
JOHN W. OBERDING, as President