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## MERGER OR SHARE EXCHANGE

SHRED-IT USA INC.

Certificate of Status	0
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Page Count	07
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12-31-03

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**ARTICLES OF MERGER**  
(Profit Corporations)

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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 are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Shred-It USA Inc.	Delaware	F00000006806

**EFFECTIVE DATE**  
12-31-03

**Second:** The name and jurisdiction of the merging corporation are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
S & P Harris Enterprises, Inc.	Florida	P94000052997

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

**Fourth:** The merger shall become effective as of the close of business on December 31, 2003.


**Fifth:** Adoption of Merger by surviving corporation:

The Plan of Merger was adopted by the board of directors of the surviving corporation on November 26, 2003, and shareholder approval was not required.

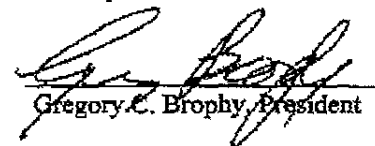
**Sixth:** Adoption of Merger by merging corporation:


The Plan of Merger was adopted by the board of directors of the merging corporation on November 26, 2003, and shareholder approval was not required.

**ATTEST:**

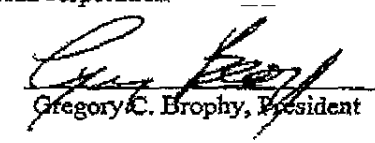
  
Gregory C. Brophy, Secretary

**SHRED-IT USA INC.,**  
a Delaware corporation

By:   
Gregory C. Brophy, President

  
Gregory C. Brophy, Secretary

**S & P HARRIS ENTERPRISES, INC.,**  
a Florida corporation

By:   
Gregory C. Brophy, President

## AGREEMENT AND PLAN OF MERGER

(Merger of Subsidiary Corporation into Parent Corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated this 26<sup>th</sup> day of November, 2003, is made pursuant to Title 8, Sections 251, *et seq.*, of the Delaware General Corporation Law and Title 36, Sections 607.1101, *et seq.*, of the Florida Annotated Statutes, and is by and between SHRED-IT USA INC., a Delaware corporation with its principal place of business at 2794 South Sheridan Way, Oakville, Ontario L6J 7T4, Canada (the "Surviving Corporation"), and S & P HARRIS ENTERPRISES, INC., a Florida corporation with its principal place of business at 5304 56<sup>th</sup> Commerce Park Boulevard, Tampa, Florida 33610 (the "Merged Corporation").

### WITNESSETH:

WHEREAS, there are eighty-eight and 6/10 (88.6) shares of the \$1.00 par value capital stock of the Merged Corporation issued and outstanding;

WHEREAS, the Surviving Corporation owns all eighty-eight and 6/10 (88.6) shares of the \$1.00 par value capital stock of the Merged Corporation, and, therefore, the Surviving Corporation is the parent of the Merged Corporation;

WHEREAS, the Surviving Corporation and the Merged Corporation desire to merge into a single corporation;

WHEREAS, the Surviving Corporation and the Merged Corporation desire to achieve merger in a manner consistent with Sections 332, 334, 337 and 368(a)(1)(A) & (D) of the Internal Revenue Code of 1986, as amended, and all other applicable federal and state laws, and;

WHEREAS, the Surviving Corporation will remain as the surviving corporation and will assume all of the assets and liabilities of the Merged Corporation, including, but not limited to all

of the Merged Corporation's tax liabilities and it's liabilities and obligations arising out of any and all leases to which it is a party or a third-party guarantor.

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

FIRST: The Surviving Corporation hereby merges into itself the Merged Corporation, and the Merged Corporation shall be and hereby is merged into the Surviving Corporation, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of the Surviving Corporation as in effect as of the Effective Time (as hereinafter defined) shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of the Surviving Corporation and the Merged Corporation into the shares or other securities of the Surviving Corporation shall be as follows:

(a) Each share of common stock of the Surviving Corporation, which shall be issued and outstanding as of the Effective Time, shall remain issued and outstanding.

(b) Each of the shares of the capital stock of the Merged Corporation which shall be outstanding as of the Effective Time, and all rights in respect thereof, shall be cancelled and shall neither be changed nor converted into any shares of the common stock of the Surviving Corporation.

FOURTH: The other terms and conditions of the merger are as follows:

(a) The By-laws of the Surviving Corporation as they shall exist as of the Effective Time shall be and remain the By-laws of the Surviving Corporation until the same shall be altered, amended and repealed as therein provided.

(b) The directors and officers of the Surviving Corporation shall continue in office until the next annual meeting of stockholders, unless earlier removed in accordance with the terms and provisions of the By-laws of the Surviving Corporation, and until their successors shall have been elected and qualified.

(c) This merger shall become effective (the "Effective Time") upon the later to occur of (i) the filing of a Certificate of Ownership and Merger with the Delaware Secretary of State, and (ii) 11:59 p.m. on December 31, 2003.

(d) From and after the Effective Date, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the Merged Corporation 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 the Surviving Corporation and the Merged Corporation shall be as effectively the property of the Surviving Corporation as they were of the Surviving Corporation and the Merged Corporation respectively. The Merged Corporation hereby agrees from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, to 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 action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of the Merged Corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the

proper officers and directors of the Surviving Corporation are fully authorized in the name of the Merged Corporation or otherwise to take any and all such action.

(e) The Surviving Corporation shall assume all of the liabilities and obligations of the Merged Corporation, including, but not limited to tax liabilities of all types and kinds, wherever, whenever and however assessed, and those liabilities and obligations arising out of any and all leases to which the Merged Corporation is a party or a third-party guarantor.

FIFTH: The shareholders of the Merged Corporation who, except for the applicability of Section 607.1104 of the Florida Annotated Statutes, would be entitled to vote and who dissent from the merger pursuant to Section 607.1320 of the Florida Annotated Statutes, may be entitled, if they comply with Chapter 607 of the Florida Annotated Statutes regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

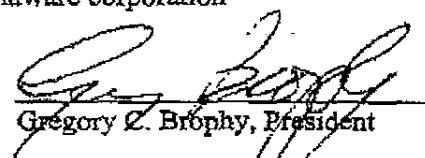
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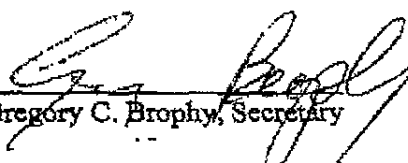
IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors have caused these presents to be executed by the President of each party hereto as the respective act, deed and agreement of said parties as of the date first hereinabove written.

ATTEST:

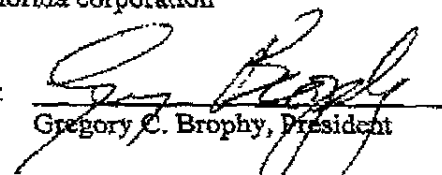
  
\_\_\_\_\_  
Gregory C. Brophy, Secretary

**SHRED-IT USA INC.,**  
a Delaware corporation

By:   
\_\_\_\_\_  
Gregory Z. Brophy, President

  
\_\_\_\_\_  
Gregory C. Brophy, Secretary

**S & P HARRIS ENTERPRISES, INC.,**  
a Florida corporation

By:   
\_\_\_\_\_  
Gregory C. Brophy, President