

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: REAL SOLUTIONS OF NORTH AMERICA INC.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

KERRY B. WOLFE
(Contact Person)

WOLFE, WOLFE & RYD LLP
(Firm/Company)

20 N. WACKER DRIVE, SUITE 3550
(Address)

CHICAGO, IL 60606
(City/State and Zip Code)

For further information concerning this matter, please call:

KERRY B. WOLFE OR WILLIAM B. LEVY At (312) 372-6400
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

ARTICLES OF MERGER

(Profit Corporations)

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

06 JUL 21 AM 11:26
 FILED
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>REAL SOLUTIONS OF NORTH AMERICA INC.</u>	<u>ILLINOIS</u>	<u>F06000004320</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>REAL SOLUTIONS OF ILLINOIS INC.</u>	<u>ILLINOIS</u>	<u>F06000001924</u>
<u>REAL SOLUTIONS OF TAMPA BAY, INC.</u>	<u>FLORIDA</u>	<u>P04000167344</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </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 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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 July 20, 2006.

~~The Plan of Merger was adopted by the board of directors of the surviving corporation on~~
N/A ~~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 July 20, 2006.

~~The Plan of Merger was adopted by the board of directors of the merging corporation(s) on~~
N/A ~~and shareholder approval was not required.~~

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

REAL SOLUTIONS OF NORTH AMERICA INC.

DBH David B. Howe

DAVID B. HOWE, PRESIDENT

REAL SOLUTIONS OF ILLINOIS INC.

DBH David B. Howe

DAVID B. HOWE, PRESIDENT

REAL SOLUTIONS OF TAMPA BAY, INC.

DBH David B. Howe

DAVID B. HOWE, PRESIDENT

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** dated this 20 day of July, 2006, by and between **REAL SOLUTIONS OF NORTH AMERICA INC.** (hereinafter referred to as "RSNA") and **REAL SOLUTIONS OF TAMPA BAY, INC.** (hereinafter referred to as "RSTB").

WITNESSETH:

WHEREAS, RSNA is a corporation duly organized and existing under the laws of the State of Illinois and its registered agent and registered office in the State of Illinois are David B. Howe and 100 N. LaSalle Street, Suite 1400, Chicago, Illinois 60602, respectively; and

WHEREAS, RSNA is duly authorized to transact business in the State of Florida and its registered agent and registered office in the State of Florida are Corporation Service Company and 1201 Hays Street, Tallahassee, Florida 32301, respectively; and

WHEREAS, RSTB is a corporation duly organized and existing under the laws of the State of Florida and its registered agent and registered office in the State of Florida are Natalia Utrera, V.P., Spiegel & Utrera, P.A. and 1840 Coral Way, Fourth Floor, Miami, Florida 33145, respectively; and

WHEREAS, the number of shares of stock which RSNA has authority to issue is 10,000 shares of common stock, no par value, of which 100 shares are currently issued and outstanding in the name of David B. Howe; and

WHEREAS, the number of shares of stock which RSTB has authority to issue 10,000 shares of common stock, no par value, of which 200 shares are currently issued and outstanding in the name of David B. Howe; and

WHEREAS, RSNA and RSTB desire to merge into a single corporation, and the directors of RSNA and RSTB have determined that it is advisable that RSTB be merged into RSNA, on the terms and conditions hereinafter set forth and in accordance with the provisions of law applicable to corporate mergers in the States of Illinois and Florida.

NOW, THEREFORE, in consideration of the premises and of mutual covenants, agreements, and provisions hereinafter set forth, the parties agree as follows:

1. On the effective date of this Agreement and Plan of Merger, RSTB shall be merged into RSNA, together with all its properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities, subject, however, to any liens, mortgages or charges. This distribution of the assets of the merging RSTB shall be in complete redemption of all outstanding stock of RSTB. From and after the effective date of this Agreement and Plan of Merger, all properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities shall be vested in RSNA by virtue of this merger and without any other instrument, and shall be as effectually properties of RSNA as they were formerly of RSTB, and all rights of all creditors of, and all liens, mortgages or charges on property of, RSTB shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in RSTB shall not revert or be in any way impaired by reason of this merger or anything done, but shall be vested in RSNA by virtue of this merger.

2. On and after the effective date of this Agreement and Plan of Merger, RSNA assumes liability for all contracts, deeds of trust, indentures, debts, obligations of any kind, liabilities and duties incurred by RSTB, and all shall, on and after the effective date of the Agreement and Plan of Merger, attach to RSNA and be enforceable against it and its properties to the same extent as if incurred or contracted by RSNA.

3. On and after the effective date of this Agreement and Plan of Merger, any existing leases by and between RSNA and RSTB with respect to their respective properties shall be deemed to be canceled and terminated by virtue of this Agreement and Plan of Merger. In addition, on and after the effective date of this Agreement and Plan of Merger, all debts and obligations, accrued or contingent, open account or otherwise, between RSNA and RSTB, shall be deemed to be canceled or discharged by virtue of this Agreement and Plan of Merger.

4. RSNA shall be the surviving corporation resulting from this merger and shall continue under the name of "Real Solutions of North America Inc." Immediately following the effectiveness of this Agreement and Plan of Merger, RSNA may, if it so desires, file with the Florida Department of State, Division of Corporations and with the Secretary of State of the State of Illinois, the necessary application to adopt as an assumed name the name "Real Solutions of Tampa Bay, Inc." and RSTB hereby consents to such use from and after the effectiveness of this Agreement and Plan of Merger. No change is to be made by this merger in RSNA's articles of incorporation, bylaws or capitalization. RSNA will continue to exist, after this merger, as a corporation incorporated under the laws of the State of Illinois and duly authorized to transact business in the State of Florida under its original articles of incorporation and its present bylaws, as heretofore amended. RSNA will continue, after this merger, to have authority to issue a single class of stock, common stock, no par value, in the total authorized amount of 10,000 shares. Its registered agent in the State of Illinois will continue to be David B. Howe and its registered office in the State of Illinois shall continue to be located at 100 N. LaSalle Street, Suite 1400, Chicago, Illinois 60602. Its registered agent in the State of Florida will continue to be Corporation Service Company and its registered office in the State of Florida shall continue to be located at 1201 Hays Street, Tallahassee, Florida 32301. Upon the effectiveness of this merger, the directors and officers of RSNA, as they shall exist immediately prior to the effective date of this Agreement and Plan of Merger, shall be and remain the directors and officers of RSNA after this merger and they shall each continue to hold office until the next Annual Meeting of the Shareholders and/or Board of Directors of RSNA or until their successors are elected and are duly qualified. In the event that, prior to the effective date of this Agreement and Plan of Merger, any person designated as a director or officer of RSNA is unwilling or unable to continue to serve in that capacity after the effective date of this Agreement and Plan of Merger, such vacancy may thereafter be filled in the manner provided in the by-laws of RSNA.

5. On the effective date of this Agreement and Plan of Merger, the separate existence of RSTB shall cease and all of its stock shall be canceled.

6. This Agreement and Plan of Merger shall become effective upon the filing of this Agreement and Plan of Merger and the appropriate Articles of Merger with the Florida Department of State, Division of Corporations.

7. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by appropriate resolution of the Board of Directors of RSNA at any time prior to filing of this Agreement and Plan of Merger and the appropriate Articles of Merger with the Florida Department of State, Division of Corporations, notwithstanding any approval of this Agreement and Plan of Merger by the shareholders of the parties hereto.

8. RSNA shall pay all expenses incident to carrying this Agreement and Plan of Merger into effect.


9. This Agreement and Plan of Merger may be executed in multiple counterparts, each of which shall be deemed an original instrument.

IN WITNESS WHEREOF, RSNA and RSTB have caused this Agreement and Plan of Merger to be signed in their respective corporate names by their respective Presidents and attested by their respective Secretaries, all as of day and year first written above.

REAL SOLUTIONS OF NORTH AMERICA INC.

By DSH 
David B. Howe, President

ATTEST:

DSH 
David B. Howe, Secretary

REAL SOLUTIONS OF TAMPA BAY, INC

By DSH 
David B. Howe, President

ATTEST:

DSH 
David B. Howe, Secretary

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** dated this 20 day of July, 2006, by and between **REAL SOLUTIONS OF NORTH AMERICA INC.** (hereinafter referred to as "RSNA") and **REAL SOLUTIONS OF ILLINOIS INC.** (hereinafter referred to as "RSI").

WITNESSETH:

WHEREAS, RSNA is a corporation duly organized and existing under the laws of the State of Illinois and its registered agent and registered office in the State of Illinois are David B. Howe and 100 N. LaSalle Street, Suite 1400, Chicago, Illinois 60602, respectively; and

WHEREAS, RSNA is duly authorized to transact business in the State of Florida and its registered agent and registered office in the State of Florida are Corporation Service Company and 1201 Hays Street, Tallahassee, Florida 32301, respectively; and

WHEREAS, RSI is a corporation duly organized and existing under the laws of the State of Illinois and its registered agent and registered office in the State of Illinois David B. Howe and 100 N. LaSalle Street, Suite 1400, Chicago, Illinois 60602, respectively; and

WHEREAS, RSI is duly authorized to transact business in the State of Florida and its registered agent and registered office in the State of Florida are David B. Howe and 559 S. Duncan Avenue, Clearwater, Florida 33756, respectively; and

WHEREAS, the number of shares of stock which RSNA has authority to issue is 10,000 shares of common stock, no par value, of which 100 shares are currently issued and outstanding in the name of David B. Howe; and

WHEREAS, the number of shares of stock which RSI has authority to issue 10,000 shares of common stock, no par value, of which 100 shares are currently issued and outstanding in the name of David B. Howe; and

WHEREAS, RSNA and RSI desire to merge into a single corporation, and the directors of RSNA and RSI have determined that it is advisable that RSI be merged into RSNA, on the terms and conditions hereinafter set forth and in accordance with the provisions of law applicable to corporate mergers in the States of Illinois and Florida.

NOW, THEREFORE, in consideration of the premises and of mutual covenants, agreements, and provisions hereinafter set forth, the parties agree as follows:

1. On the effective date of this Agreement and Plan of Merger, RSI shall be merged into RSNA, together with all its properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities, subject, however, to any liens, mortgages or charges. This distribution of the assets of the merging RSI shall be in complete redemption of all outstanding stock of RSI. From and after the effective date of this Agreement and Plan of Merger, all properties (real, personal and mixed), easements, licenses and interests of every kind, rights, privileges, powers, and franchises, of a public as well as of a private nature, exemptions and immunities shall be vested in RSNA by virtue of this merger and without any other instrument, and shall be as effectually properties of RSNA as they were formerly of RSI, and all rights of all

creditors of, and all liens, mortgages or charges on property of, RSI shall be preserved unimpaired. The title to all real estate acquired by deed, gift, grant, appropriation or otherwise vested in RSI shall not revert or be in any way impaired by reason of this merger or anything done, but shall be vested in RSNA by virtue of this merger.

2. On and after the effective date of this Agreement and Plan of Merger, RSNA assumes liability for all contracts, deeds of trust, indentures, debts, obligations of any kind, liabilities and duties incurred by RSI, and all shall, on and after the effective date of this Agreement and Plan of Merger, attach to RSNA and be enforceable against it and its properties to the same extent as if incurred or contracted by RSNA.

3. On and after the effective date of this Agreement and Plan of Merger, any existing leases by and between RSNA and RSI with respect to their respective properties shall be deemed to be canceled and terminated by virtue of this Agreement and Plan of Merger. In addition, on and after the effective date of this Agreement and Plan of Merger, all debts and obligations, accrued or contingent, open account or otherwise, between RSNA and RSI, shall be deemed to be canceled or discharged by virtue of this Agreement and Plan of Merger.

4. RSNA shall be the surviving corporation resulting from this merger and shall continue under the name of "Real Solutions of North America Inc." Immediately following the effectiveness of this Agreement and Plan of Merger, RSNA may, if it so desires, file with the Florida Department of State, Division of Corporations and the Secretary of State of the State of Illinois, the necessary application to adopt as an assumed name the name "Real Solutions of Illinois Inc." and RSI hereby consents to such use from and after the effectiveness of this Agreement and Plan of Merger. No change is to be made by this merger in RSNA's articles of incorporation, bylaws or capitalization. RSNA will continue to exist, after this merger, as a corporation incorporated under the laws of the State of Illinois and duly authorized to transact business in the State of Florida under its original articles of incorporation and its present bylaws, as heretofore amended. RSNA will continue, after this merger, to have authority to issue a single class of stock, common stock, no par value, in the total authorized amount of 10,000 shares. Its registered agent in the State of Illinois will continue to be David B. Howe and its registered office in the State of Illinois shall continue to be located at 100 N. LaSalle Street, Suite 1400, Chicago, Illinois 60602. Its registered agent in the State of Florida will continue to be Corporation Service Company and its registered office in the State of Florida shall continue to be located at 1201 Hays Street, Tallahassee, Florida 32301. Upon the effectiveness of this merger, the directors and officers of RSNA, as they shall exist immediately prior to the effective date of this Agreement and Plan of Merger, shall be and remain the directors and officers of RSNA after this merger and they shall each continue to hold office until the next Annual Meeting of the Shareholders and/or Board of Directors of RSNA or until their successors are elected and are duly qualified. In the event that, prior to the effective date of this Agreement and Plan of Merger, any person designated as a director or officer of RSNA is unwilling or unable to continue to serve in that capacity after the effective date of this Agreement and Plan of Merger, such vacancy may thereafter be filled in the manner provided in the by-laws of RSNA.

5. On the effective date of this Agreement and Plan of Merger, the separate existence of RSI shall cease and all of its stock shall be canceled.

6. This Agreement and Plan of Merger shall become effective upon the filing of this Agreement and Plan of Merger and the appropriate Articles of Merger with the Florida Department of State, Division of Corporations and the Secretary of State of the State of Illinois.

7. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and Plan of

Merger may be terminated and abandoned by appropriate resolution of the Board of Directors of RSNA at any time prior to filing of this Agreement and Plan of Merger and the appropriate Articles of Merger with the Florida Department of State, Division of Corporations and the Secretary of State of the State of Illinois, notwithstanding any approval of this Agreement and Plan of Merger by the shareholders of the parties hereto.

8. RSNA shall pay all expenses incident to carrying this Agreement and Plan of Merger into effect.


9. This Agreement and Plan of Merger may be executed in multiple counterparts, each of which shall be deemed an original instrument.

IN WITNESS WHEREOF, RSNA and RSI have caused this Agreement and Plan of Merger to be signed in their respective corporate names by their respective Presidents and attested by their respective Secretaries, all as of day and year first written above.

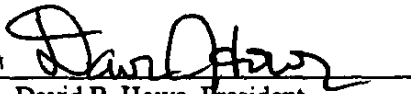
REAL SOLUTIONS OF NORTH AMERICA INC.

By *DBH* 
David B. Howe, President

ATTEST:

DBH 
David B. Howe, Secretary

REAL SOLUTIONS OF ILLINOIS INC

By *DBH* 
David B. Howe, President

ATTEST:

DBH 
David B. Howe, Secretary