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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

T. HAMPTON

JUL 14 2008

EXAMINER

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: National Disaster Solutions, Inc.

(Name of Surviving Party)

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Mr. Donald L. Parker II

(Contact Person)

Mixon Parker & Hurst PLC

(Firm/Company)

P.O. Box 1733

(Address)

Jonesboro, AR 72403

(City, State and Zip Code)

For further information concerning this matter, please call:

Donald L. Parker II

(Name of Contact Person)

at (870) 268-7604

(Area Code and Daytime Telephone Number)

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

MIXON PARKER & HURST PLC

ATTORNEYS AT LAW

DONN MIXON
DONALD L. PARKER II
HARRY S. HURST, JR.
ATTORNEYS

505 UNION
P. O. BOX 1733
JONESBORO, ARKANSAS 72403

WRITER'S TELEPHONE: 870-268-7601
EMAIL: dparker@mphlaw.com

TELEPHONE
870-935-8600

TELEFACSIMILE
870-935-8622

WEBSITE
www.mphlaw.com

July 9, 2008

Via Federal Express

Florida Department of State
Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

***Re: Articles and Plan of Merger for National Disaster Solutions, LLC Merging
With and Into National Disaster Solutions, Inc.***

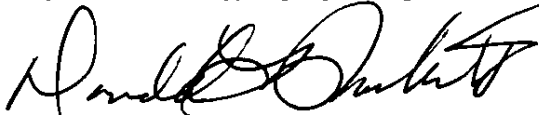
Dear Sir/Madam:

Please find enclosed an original and one copy of the Articles and Plan of Merger for National Disaster Solutions, LLC merging with and into National Disaster Solutions, Inc., an Arkansas corporation, along with two checks drawn on our firm account, one check in the amount of \$25.00 and the other in the amount of \$35.00, to cover your filing fees. I have also enclosed a copy of the application for certificate of authority for National Disaster Solutions, Inc. (An Arkansas corporation) for your reference.

Should you have any questions concerning any of the enclosed documents, please do not hesitate to contact me at 870-268-7601, or my assistant, Jessie Blevens at 870-268-7604. Thank you for your assistance with this matter.

Very truly yours,

MIXON PARKER & HURST PLC



Donald L. Parker II

DLPII/jb
Enclosures

cc: Mr. Brett Overman (via e-mail)

ARTICLES OF MERGER

OF

NATIONAL DISASTER SOLUTIONS, LLC
(a Florida limited liability company)

WITH AND INTO

NATIONAL DISASTER SOLUTIONS, INC.
(an Arkansas corporation)

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08 JUL 11 PM 1:58
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
Tallahassee, Florida

Pursuant to the Arkansas Business Corporation Act of 1987, as amended, and Section 608.438 et. seq. of the Florida Statutes (The Florida Limited Liability Company Act), **National Disaster Solutions, LLC**, a Florida limited liability company ("NDS"), and **National Disaster Solutions, Inc.**, an Arkansas corporation ("National Disaster"), hereby deliver the following Articles of Merger to the Arkansas Secretary of State for filing.

1. The names and jurisdiction of formation of the merging corporations are as follows:

205000068202 National Disaster Solutions, LLC, a Florida limited liability company.
FO8000003052 National Disaster Solutions, Inc., an Arkansas corporation.

2. Attached hereto as **Exhibit A** and made a part hereof is the Plan of Merger for merging NDS with and into National Disaster, with National Disaster being the surviving corporation.

3. Recommendations and Approvals:

(a) In accordance with the Florida Limited Liability Act, by approval of a majority-in-interest of its members, NDS has adopted these Articles of Merger. Brett Overman was duly authorized and empowered by a majority-in-interest of the members of NDS to subscribe his name hereto on behalf of NDS.

(b) In accordance with the Arkansas Business Corporation Act of 1987, by approval by resolution in an action without a meeting, the Board of Directors of National Disaster recommended approval of the Plan of Merger to its shareholders.

(c) As to NDS, the outstanding interest, and the total interest cast for and against the Plan of Merger were as follows:

| | | |
|-----------------------------|---------------------------------|-------------------------------------|
| <u>Outstanding Interest</u> | <u>Total Interest Voted For</u> | <u>Total Interest Voted Against</u> |
| 100% | 80% | None |

(d) As to National Disaster, the designation, number of outstanding shares, and number of votes entitled to vote on the Plan of Merger are as follows:

| | | |
|----------------------------------|---|--|
| <u>Designation</u> | <u>Number of Outstanding Shares</u> | <u>Number of Votes Entitled to be Cast</u> |
| \$1.00 par value common stock | 1 | 1 |

(e) As to National Disaster, the total number of votes cast for and against the Plan of Merger by unanimous approval by resolution of the stockholders in an action without a meeting, were as follows:

| | | |
|----------------------------------|------------------------|----------------------------|
| <u>Designation</u> | <u>Total Voted For</u> | <u>Total Voted Against</u> |
| \$1.00 par value common stock | 1 | 0 |

4. Effectiveness of Merger. Upon filing of these Articles of Merger with the Arkansas Secretary of State and the Florida Department of State, NDS shall be merged with and into National Disaster, and the separate existence of NDS shall cease. National Disaster shall be the surviving corporation and shall continue its corporate existence under the laws of Arkansas under the name of National Disaster Solutions, Inc.

5. Principal Office of National Disaster. The principle offices of National Disaster Solutions, Inc. Are located at 3411 One Place, Jonesboro, Arkansas 72401.

6. Agreement Available on file at office. The Articles of Merger are on file at the offices of National Disaster Solutions, Inc., 3411 One Place, Jonesboro, Arkansas. A copy of the Articles of Merger will be furnished to any person holding an interest in NDS without cost to such person.

7. Service of Process. Pursuant to the Florida Limited Liability Company Act as amended, National Disaster irrevocably appoints the Secretary of State of Florida as its agent to accept service of process in any proceeding to enforce obligations of NDS, including any appraisal rights of the member of NDS under Florida Statutes §608.4351-608.43595. National Disaster's street and mailing address for purposes of Florida Statutes §48.181 is 3411 One Place, Jonesboro, Arkansas.

IN WITNESS WHEREOF, NDS and National Disaster have caused these Articles of Merger to be executed by their respective duly authorized member and officer on this 8th day of July, 2008.


NATIONAL DISASTER SOLUTIONS, LLC

By: _____
Brett Overman, Member


NATIONAL DISASTER SOLUTIONS, INC.

By: _____
Brett Overman, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGMENT

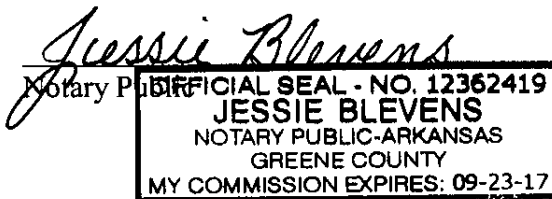
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this date personally appeared before me, a notary public for the state and county aforesaid, **Brett Overman**, to me well known as the person who signed the above instrument, and stated that he was a member of **National Disaster Solutions, LLC**, and was fully authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the limited liability company, and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 8th day of July, 2008.

My Commission Expires:

9/23/17



ACKNOWLEDGMENT

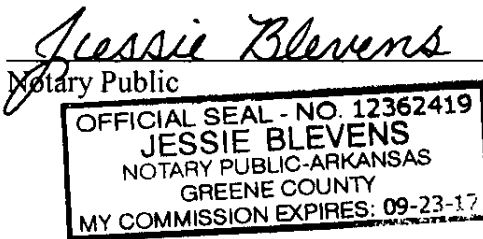
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this date personally appeared before me, a notary public for the state and county aforesaid, **Brett Overman**, to me well known as the person who signed the above instrument, and stated that he was the **President of National Disaster Solutions, Inc.**, and was fully authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the corporation, and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 8th day of July, 2008.

My Commission Expires:

9/23/17



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TALLAHASSEE, FLORIDA
SECRETARY OF STATE

EXHIBIT A

PLAN OF MERGER

OF

NATIONAL DISASTER SOLUTIONS, LLC
(a Florida limited liability company)

WITH AND INTO

NATIONAL DISASTER SOLUTIONS, INC.
(an Arkansas corporation)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This Plan of Merger (the "Plan of Merger"), dated as of July 8, 2008, by and between National Disaster Solutions, LLC ("NDS"), a Florida limited liability company and National Disaster Solutions, Inc. ("National Disaster"), an Arkansas corporation.

WHEREAS, all members of the board of directors (the "Board of Directors") of National Disaster and holders of all of the issued and outstanding capital stock of National Disaster and the holders of all of the issued and outstanding membership interest of NDS have each approved and declared advisable that NDS merge with and into National Disaster (the "Merger") upon the terms and subject to the conditions set forth in this Plan of Merger and the applicable laws of the State of Arkansas and of the State of Florida.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1
PLAN OF MERGER

Section 1.1 Names. The names and jurisdictions of organization of the merging corporations are as follows:

National Disaster Solutions, LLC, a Florida limited liability company.

National Disaster Solutions, Inc., an Arkansas corporation.

Section 1.2 Merger. Upon the terms and subject to the conditions hereof, and in accordance with the laws of the State of Arkansas and of the State of Florida, at the Effective Time (as hereinafter defined), NDS shall be merged with and into National Disaster, and the separate existence of NDS shall thereupon cease by virtue of the Merger, and National Disaster, as the surviving corporation in the Merger (the "Surviving Corporation"), shall by virtue of the Merger continue its existence under the laws of the State of Arkansas under the corporate name of National Disaster Solutions, Inc.

Section 1.3 Conversion of Membership Interest of NDS. At the Effective Time, by virtue of the Merger and without any action on the part of NDS, National Disaster or holders of shares of capital stock of National Disaster or the holders of membership interest in NDS, all of the issued and outstanding membership interest of NDS ("NDS Interest") immediately prior to the Effective Time shall be converted into 99 shares of common stock of National Disaster, with a par value of \$1.00 per share ("National Disaster Shares") of National Disaster.

Section 1.4 Effect of Merger on National Disaster Shares. At the Effective Time, by virtue of the Merger and without any action on the part of NDS, National Disaster or holder of NDS Interest or National Disaster Shares, each National Disaster Share issued and outstanding immediately prior to the Effective Time shall be converted into one share of common stock, with a par value \$1.00 per share, of the Surviving Corporation.

Section 1.5 Effect of the Merger. As of the Effective Date, the separate existence of NDS shall cease and it shall be merged with and into National Disaster, which, as the Surviving Corporation, shall thereupon and thereafter possess all of assets, rights, privileges, appointments, powers, licenses, permits and franchises of the two merged corporations, whether of public or private nature, and shall be subject to all of the liabilities, restrictions, disabilities, and duties of both NDS and National Disaster. The members of NDS and the officers and Board of Directors of National Disaster are authorized to execute all deeds, assignments, and documents of every nature which may be needed to effectuate a full and complete transfer of ownership.

From and after the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the laws of the State of Arkansas. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all of the properties, rights privileges, powers, and franchises of NDS shall vest entirely in the Surviving Corporation, and all debts, liabilities, obligations, restrictions, disabilities and duties of NDS shall become the debts, liabilities, obligations, restrictions disabilities and duties of the Surviving Corporation.

Section 1.6 Directors and Officers. As of the Effective Time, the directors and officers of National Disaster shall continue to hold office as provided in the certificate of incorporation and bylaws of National Disaster, as officers and directors of the Surviving Corporation until their respective successors are duly elected and qualified, or until their death, resignation or removal in accordance with the laws of the State of Arkansas, and the certificate of incorporation and bylaws of the Surviving Corporation.

Section 1.7 Certificate of Incorporation. At the Effective Time, the certificate of incorporation of National Disaster shall continue as the certificate of incorporation of the Surviving Corporation.

Section 1.8 Bylaws. At the Effective Time, the bylaws of National Disaster and all amendments thereto shall continue to be the bylaws of the Surviving Corporation, and thereafter be amended as provided therein or by applicable law.

Section 1.9 Capital. The amount, number and class of shares of the authorized capital stock of National Disaster and the par value thereof immediately prior to the Effective Time shall remain the same after the Effective Time, unless and until changed in accordance with the laws of the State of Arkansas, the certificate of incorporation or the bylaws of National Disaster.

Section 1.10 Conditions to Completing the Merger. Effectuation of the Merger is conditioned upon the receipt of all required filings with the Arkansas Secretary of State and the Florida Department of State.

Section 1.11 Effective Time. The Merger shall become effective upon filing with the Arkansas Secretary of State (the "Effective Time").

ARTICLE II APPROVAL OF MERGER

Section 2.1 Board of Directors of National Disaster. In accordance with the Arkansas Business Corporation Act of 1987, by unanimous approval by resolution in an action without a meeting, the Board of Directors of National Disaster recommended approval of the Plan of Merger to its shareholders. Also by resolution, National Disaster duly authorized and empowered its President to subscribe his name hereto and to the Articles of Merger, subject to approval by the shareholders of National Disaster.

Section 2.2 Shareholder and Member Approval.

- (a) As to National Disaster, the designation, number of outstanding shares, and number of votes entitles to vote on the Plan of Merger are as follows:

| <u>Designation</u> | <u>Number of Outstanding Shares</u> | <u>Number of Votes Entitled to Cast</u> |
|-------------------------------|-------------------------------------|---|
| \$1.00 par value common stock | 1 | 1 |

- (b) As to National Disaster, the total number of votes to cast for and against the Plan of Merger by unanimous approval by resolution of the shareholders in an action without a meeting, were as follows:

| <u>Designation</u> | <u>Total Voted For</u> | <u>Total Voted Against</u> |
|-------------------------------|------------------------|----------------------------|
| \$1.00 par value common stock | 1 | 0 |

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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(c) As to NDS, the outstanding interest, and the total interest cast for and against the Plan of Merger were as follows:

| <u>Outstanding Interest</u> | <u>Total Interest Voted For</u> | <u>Total Interest Voted Against</u> |
|-----------------------------|---------------------------------|-------------------------------------|
| 100% | 80% | None |

ARTICLE III AGREEMENTS

Section 3.1 Agreement Available on File at Office. The Articles of Merger are on file at the offices of National Disaster Solutions, Inc., 3411 One Place, Jonesboro, Arkansas. A copy of the Articles of Merger will be furnished to any person holding an interest in NDS without cost to such person.

Section 3.2 Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of NDS such deeds and other instruments, and there shall be taken or caused to be taken by NDS all such further and other action as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation, the title to and possession of all property, interests, assets, rights, privileges, immunities, powers, franchises and authority of NDS and otherwise to carry out the purposes of this Plan of Merger, and the Board of Directors and any officer of the Surviving Corporation are fully authorized in the name and on behalf of National Disaster or otherwise to take any and all such action to execute and deliver any and all such deeds and other instruments.

Section 3.3. Amendment and Modification. This Plan of Merger may be amended or modified at any time by the parties hereto but only pursuant to an instrument in writing signed by each party to this Plan of Merger.

Section 3.4. Entire Plan of Merger; Assignment. This Plan of Merger constitutes the entire plan of merger between the parties hereto with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties hereto with respect to the subject matter hereof.

Section 3.5. Validity. The invalidity or unenforceability of any term or provision of this Plan of Merger in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions of this Plan of Merger in any other situation or in any other jurisdiction.

Section 3.6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and shall in no way be construed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any

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TALLAHASSEE, FLORIDA

provision of, or scope or intent of, this Plan of Merger nor in any way affect this Plan of Merger.

Section 3.7. Counterparts. This Plan of Merger may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The rest of this page is intentionally left blank]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, NDS and National Disaster have caused this Plan of Merger to be executed by their respective duly authorized members and officers this 9th day of July, 2008.


NATIONAL DISASTER SOLUTIONS, LLC

By: _____
Brett Overman, Member


NATIONAL DISASTER SOLUTIONS, INC.

By: _____
Brett Overman, President

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACKNOWLEDGMENT

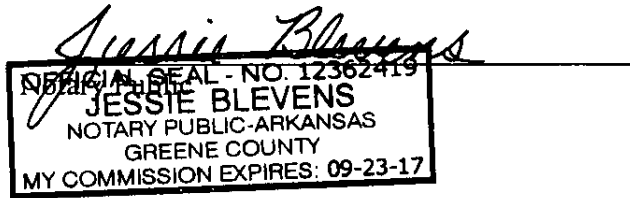
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this date personally appeared before me, a notary public for the state and county aforesaid, **Brett Overman**, to me well known as the person who signed the above instrument, and stated that he was a member of **National Disaster Solutions, LLC**, and was fully authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the limited liability company, and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 8th day of July, 2008.

My Commission Expires:

9/23/17



ACKNOWLEDGMENT

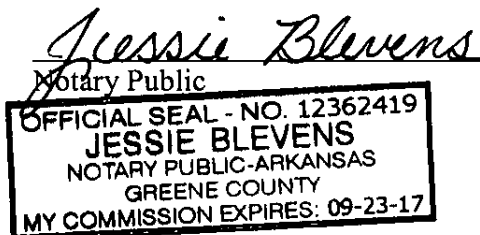
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this date personally appeared before me, a notary public for the state and county aforesaid, **Brett Overman**, to me well known as the person who signed the above instrument, and stated that he was the **President of National Disaster Solutions, Inc.**, and was fully authorized in his capacity to execute the foregoing instrument for and in the name and behalf of the corporation, and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 8th day of July, 2008.

My Commission Expires:

9/23/17



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