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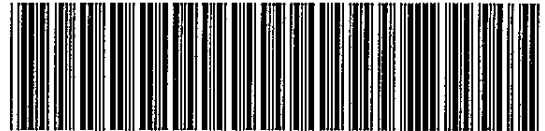
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Bakkalapulo & Boutzoukas, P.A.

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February 2, 2006

Department of State
Division of Corporations
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Merger of Corporations

Dear Sir/Madam:

Enclosed please find the Articles of Merger together with the Plan of Merger to be filed with the Secretary of State regarding the above-referenced matter. Also enclosed is an extra copy and self-addressed envelope for return of same to me and my check in the amount of \$70.00 to cover the cost of filing

Should you have any questions or problems, please do not hesitate to contact me.

Respectfully,
BAKKALAPULO & BOUTZOUKAS, P.A.

Michael E. Boutzoukas, Esq.

MEB/gmc
Enclosure

**(Signed by Secretary
in absence of Attorney
to avoid delay)**

ARTICLES OF MERGER

of

**U.S. ENERGY SERVICES, INC.,
a Florida Corporation**

with

**PURE AIR CONTROL SERVICES, INC.,
a Florida Corporation**

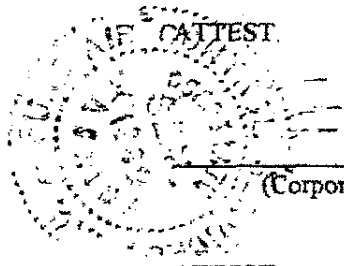
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2006 FEB 10 AM 11:58
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
OF
PURE AIR CONTROL SERVICES, INC., a Florida Corporation,
into
U.S. ENERGY SERVICES, INC., a Florida Corporation,

THESE ARTICLES OF MERGER between PURE AIR CONTROL SERVICES, INC., a Florida corporation ("PACS") and U.S. ENERGY SERVICES, INC., a Florida corporation ("USES"), are entered into pursuant to s. 607.1105 of the Florida Business Corporation Act (the "Act") PACS and USES adopt the following Articles of Merger.

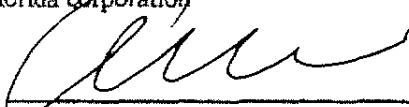
1. The Agreement and Plan of Merger dated December 29, 2005 ("Plan of Merger"), between PACS and USES was approved and adopted by the shareholders of PACS on December 19, 2005 and was adopted by the shareholders of USES on December 19, 2005.
2. Pursuant to the Plan of Merger, all issued and outstanding shares of PACS's stock, which are presently solely owned by Alan L. Wozniak, will be purchased by USES at their par value, and PACS shall merge into USES, the surviving Corporation.
3. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth.
4. Pursuant to s. 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Share Exchange shall be on the date of filing of these Articles of Share Exchange with the Secretary of State of Florida.
5. The Articles of Incorporation of the U.S. Energy Services, Inc., are hereby amended to reflect that the name of the corporation shall hereafter be Pure Air Control Services, Inc.

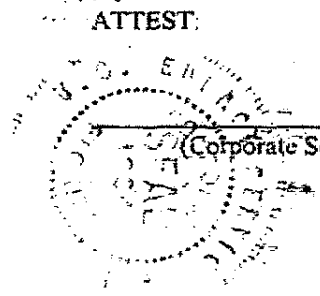
IN WITNESS WHEREOF, the parties have set their hands this 29 day of December, 2005.



(Corporate Seal)

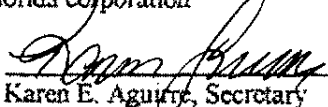
PURE AIR CONTROL SERVICES, INC.
a Florida corporation

By: 
Alan L. Wozniak, President



(Corporate Seal)

U.S. ENERGY SERVICES, INC.
a Florida corporation

By: 
Karen E. Aguirre, Secretary

PLAN OF MERGER

This Plan of Merger ("Plan") is entered into between U.S. ENERGY SERVICES, INC., a Florida corporation ("Surviving Corporation") and PURE AIR CONTROL SERVICES, INC., a Florida corporation ("Merging Corporation").

1. **Distribution to Shareholders.** On the Effective Date, all of the shareholders of merging Corporation, presently Alan L. Wozniak as 100% shareholder, not dissenting from the Plan, shall receive the par value for of the shares of such corporation for all of the outstanding stock of Merging Corporation and the Merging Corporation shall merge into the Surviving Corporation.

2. **Supplemental Action.** If at any time after the Effective Date, Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corporation or Merging Corporation, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.

3. **Filing with the Florida Secretary of State and Effective Date.** Upon the Closing, as provided in the Agreement and Plan of Merger of which this Plan is a part, Surviving Corporation and Merging Corporation shall cause their respective Presidents (or Vice President) to execute Articles of Merger in the form attached to this plan and upon such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, the Articles of Merger shall be delivered for filing to the Florida Secretary of State. In accordance with s. 607.1105 of the Florida Business Corporation Act (the "Act"), the Articles of Merger shall specify the "Effective Date." The Effective Date shall be the filing date of the Articles.

4. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by either corporation by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of Merging Corporation by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter so long as such change is in accordance with s. 607.1103 of the Act.

5. **Termination.** At any time before the Effective Date (whether before or after filing the Articles of Merger), this Plan may be terminated and the merger abandoned by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of the Merging Corporation.

9. **Effective Date.** The plan hereinabove described shall be effective as of the date of filing of the Articles of Merger.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 29 day of December, 2005.

"Merging Shareholders"

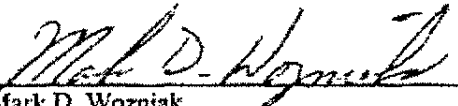


Alan L. Wozniak

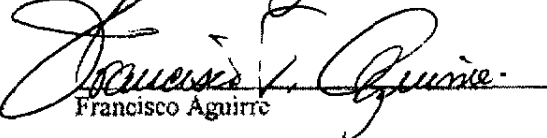
"Surviving Shareholders"



Alan L. Wozniak


Mark D. Wozniak


Karen Aguirre


Francisco Aguirre

**UNANIMOUS CONSENT ACTION OF THE
BOARD OF DIRECTORS OF
U.S. ENERGY SERVICES, INC.**

The undersigned, as all the members of the Board of Directors of U.S. ENERGY SERVICES, INC., a Florida corporation (the "Company") unanimously agree, adopt, consent to, and order the following corporate actions under s. 607.0821 of the Florida Business Corporation Act (the "Act"):

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopt the following corporate actions:

WHEREAS, the Company desires to merge PURE AIR CONTROL SERVICES, INC., a Florida corporation ("PACS"), into it and acquire any and all rights to the name "Pure Air Control Services" and thereafter, the Company shall be the surviving corporation and shall rename itself Pure Air Control Services, Inc. (the "Merger"), all in accordance with s. 607.1101 of the Florida Business Corporation Act; and

WHEREAS, PACS, desires to consummate the Merger, and

WHEREAS, PACS and the Company intend to enter into a Plan of Merger (the "Plan") to consummate the Agreement and Plan of Merger (the "Agreement") and a draft of the Plan and the Agreement are attached as Exhibits "A" and "B" respectively, and

WHEREAS, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Plan and the Agreement have been adopted by this Board, the Board shall then submit the Plan and the Agreement to the Company's shareholders for their approval, in accordance with s. ss. 607.1201 and 607.1202 of the Act, and

WHEREAS, after the Merger has been approved, the Company intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with s. 607.1105 of the Act; and

WHEREAS, it is in the best interests of the Company to consummate these transactions.

NOW, THEREFORE:


BE IT RESOLVED, that the Merger, the Plan and the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and Alan Wozniak, the Company's President, and Karen Karen Aguirre, the Company's Secretary, are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole

discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Agreements; and


BE IT FURTHER RESOLVED, that the President, or any of the Company's other officers, are authorized and directed to submit the Plan of Merger to the shareholders for their approval; and

BE IT FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Company is authorized and directed to furnish copies of the foregoing resolutions to PACS and to certify that such resolutions are in full force and effect and have not been rescinded or modified.

IN WITNESS WHEREOF, the undersigned, as all of the members of the Board of Directors of U.S. ENERGY SERVICES, INC., execute the foregoing corporate action for the purpose of giving their consent to it as of the _____ day of May, 2000.



Alan L. Wozniak



Mark D. Wozniak



Karen Aguirre

**UNANIMOUS CONSENT ACTION OF THE
SHAREHOLDERS OF
U.S. ENERGY SERVICES, INC.**

The undersigned, as all the shareholders of stock of U.S. ENERGY SERVICES, INC., a Florida corporation (the "Company") unanimously agree, adopt, consent to, and order the following corporate actions under s. 607.0821 of the Florida Business Corporation Act (the "Act"):

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.
2. The undersigned adopt the following corporate actions.

WHEREAS, the Board of Directors of the Company has recommended merging the corporation with PURE AIR CONTROL SERVICES, INC., a Florida corporation ("PACS"), all in accordance with s. 607.1101 of the Florida Business Corporation Act; and

WHEREAS, PURE AIR CONTROL SERVICES, INC., desires to consummate the Merger, and

WHEREAS, PACS and the Company intend to enter into a Plan of Merger (the "Plan") and an Agreement and Plan of Merger (the "Agreement") to consummate the merger and a draft of the Plan and the Agreement are attached as Exhibits "A" and "B" respectively; and

WHEREAS, the Company desires to consummate the Merger on the terms and conditions set forth in the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Share Exchange has been approved, the Company intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with s. 607.1105 of the Act; and

WHEREAS, it is in the best interests of the Company to consummate these transactions.

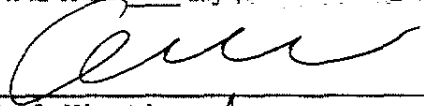
NOW, THEREFORE:

BE IT RESOLVED, that the Share Exchange, the Plan and the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and Alan Wozniak, the Company's President, or Karen Aguirre, the Company's Secretary, are authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by them to consummate the transactions contemplated by the Agreements, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer(s), in their sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in their sole discretion, upon advice of counsel or otherwise, as they deem necessary and appropriate to consummate the transactions contemplated by the Plan and the Agreement, and

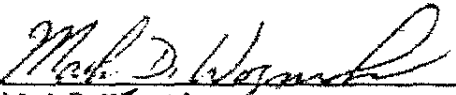
BE IT RESOLVED, that the Plan and the Agreement are approved as recommended for adoption by

the Company's Board of Directors.

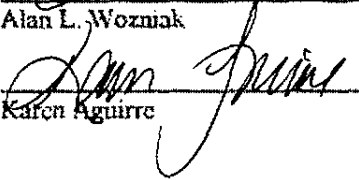
IN WITNESS WHEREOF, the undersigned, as all of the members of the Board of Directors of U.S. ENERGY SERVICES, INC., execute the foregoing corporate action for the purpose of giving their consent to it as of the 29 day of December, 2005.



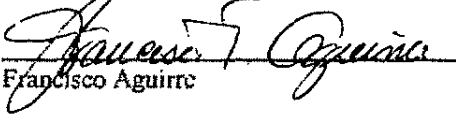
Alan L. Wozniak



Mark D. Wozniak



Karen Aguirre



Francisco Aguirre

**UNANIMOUS CONSENT ACTION OF THE
SHAREHOLDERS AND DIRECTORS OF
PURE AIR CONTROL SERVICES, INC.**

The undersigned, as all the shareholders of stock of PURE AIR CONTROL SERVICES, INC, a Florida corporation (the "Company") and all of the members of its Board of Directors, unanimously agree, adopt, consent to, and order the following corporate actions under s. 607.0821 of the Florida Business Corporation Act (the "Act"):

1. The undersigned waive all formal requirements, including the necessity of holding a formal or informal meeting and any requirement that notice of such meeting be given.

2. The undersigned adopt the following corporate actions:

WHEREAS, the Board of Directors of the Company has recommended merging PURE AIR CONTROL SERVICES, INC., a Florida corporation ("PACS"), into U.S. ENERGY SERVICES, INC. (the "Merger") all in accordance with s. 607.1101 of the Florida Business Corporation Act; and

WHEREAS, U.S. ENERGY SERVICES, INC., desires to consummate the Merger; and

WHEREAS, U.S. Energy Services, Inc., and the Company intend to enter into a Plan of Merger (the "Plan") to consummate the Agreement and Plan of Merger (the "Agreement") and a draft of the Plan and the Agreement are attached as Exhibits "A" and "B" respectively; and

WHEREAS, the Company desires to consummate the Merger on the terms and conditions set forth in the Plan and the Agreement, which terms are incorporated by this reference; and

WHEREAS, after the Merger has been approved, the Company intends to execute Articles of Merger and file them with the Florida Secretary of State in accordance with s. 607.1105 of the Act; and

WHEREAS, it is in the best interests of the Company to consummate these transactions.

NOW, THEREFORE:

BE IT RESOLVED, that the Merger, the Plan and the Agreement, and all of the transactions contemplated thereby are adopted, approved, and consented to and Alan Wozniak, the Company's President Alan L. Wozniak is authorized and directed on behalf of the Company to negotiate, execute, and deliver the Agreements and any and all other instruments or agreements deemed necessary or appropriate by him to consummate the transactions contemplated by the Plan and the Agreement, with such deletions, modifications, or other changes deemed necessary or appropriate by such officer, in his sole discretion, on the advice of counsel or otherwise, to carry out the purpose or intent of the foregoing resolutions and to do or cause to be done any and all such acts and things by or on behalf of the Company, in his sole discretion, upon advice of counsel or otherwise, as he deems necessary and appropriate to consummate the transactions contemplated by the Plan and the Agreement; and

BE IT RESOLVED, that a Plan and the Agreement is approved and is recommended for adoption by the Company's Board of Directors, copies of which are attached.

IN WITNESS WHEREOF, the undersigned, as all of the shareholders and directors of PURE AIR CONTROL SERVICES, INC., execute the foregoing corporate action for the purpose of giving their consent to it as of the 29 day of December, 2005.



Alan L. Wozniak

**PLAN
OF
MERGER**

By and Between

**U.S. ENERGY SERVICES, INC.,
a Florida Corporation**

and

**PURE AIR CONTROL SERVICES, INC.,
a Florida Corporation**

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND OF PLAN OF MERGER, dated December 29, 2005, by and between U.S. ENERGY SERVICES, INC., a Florida corporation with its principal offices located at 4911 Creekside Drive, Suite C, Clearwater, Florida ("Buyer") and PURE AIR CONTROL SERVICES, INC., a Florida corporation with its principal offices located at 4911 Creekside Drive, Clearwater, FL ("Seller").

R E C I T A L S:

WHEREAS, the parties desire that Buyer acquire all of the outstanding capital stock of Seller in exchange for cash and that the Seller corporation be merged into Buyer (the "Merger"), all as more particularly set forth herein; and

WHEREAS, the board of directors of each of the parties to this Agreement has determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

SECTION 1. Plan of Merger.

1.1. **Acceptance of Plan of Share Exchange.** The Plan of Merger, Exhibit "A", is incorporated by reference.

1.2. **Purchase Price.** The total purchase price payable by Buyer to Seller for the shares of Seller shall be the par value of such shares("Purchase Price").

1.3. **Assignment of Agreements.** Schedule 1.3 contains a true, complete, and correct list of all agreements, contracts, and commitments, written or oral, which Buyer will assume at the closing (collectively, the "Assumed Contracts").

1.4. **Instruments of Conveyance and Transfer.** At the closing, Seller shall deliver to Buyer such deeds, bills of sale, endorsements, assignments, and other good and sufficient instruments of transfer, conveyance, and assignment satisfactory to Buyer and its counsel as shall be effective to vest in and warrant to Buyer good and marketable title to the Assets, free and clear of all mortgages, security agreements, pledges,

charges, claims, liens, and encumbrances other than the liens and encumbrances in Schedule 1.4, and to transfer to Buyer all of Seller's rights and obligations under the Assumed Contracts. Simultaneously with such delivery, Seller shall take all steps as may be required to put Buyer in actual possession and operating control of the Assets and the Business.

1.5 Further Assurances. Seller shall from time to time at the request of Buyer and without further consideration, execute and deliver such instruments of transfer, conveyance, and assignment in addition to those delivered under Section 1.4 and take such other action as Buyer may reasonably request to more effectively transfer, convey, and assign to and vest in Buyer, and to put Buyer in possession of, all or any portion of the Assets. In the event that any consent required to transfer any of the Assumed Contracts to Buyer has not been received by the Closing, and Buyer waives such nonreceipt and proceeds to Closing, Seller shall be obligated without further consideration to use its best efforts to secure for the Buyer the benefits of such contract.

SECTION 2. Closing.

Closing shall take place at 4911 Creekside Drive, Suite C, Clearwater, FL, at 6:00 P.M. on May ____, 2000 (the "closing date"), or at another time, date, and/or place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Buyer and Seller of Articles of Share Exchange in accordance with F.S. Chapter 607 and other applicable law. The Articles of Share Exchange executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of Share Exchange shall specify the effective date and time of the Share Exchange.

SECTION 3. Representations and Warranties of Seller.

3.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

3.1.1 Capital Structure. The capitalization of Seller is set forth on Schedule 3.1.1, which states the number of authorized, issued, and outstanding shares of each class and series of capital stock of Seller. All of the issued and outstanding capital stock of Seller has been duly authorized and validly issued, and is fully paid and non-assessable, [free of preemptive rights,] and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Seller or any agreement to which Seller is a party or has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock of any class or any other securities, except as stated on Schedule 3.1.1.

3.1.2 Organization and Good Standing. Seller is a corporation duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted. A true and complete copy of the Articles of Incorporation and Bylaws of Seller, each as amended to this date, has been delivered or made available to Buyer. The minute books of Seller are current as required by law, contain the minutes of all meetings of the incorporators, Board of Directors, committees of the Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of Seller. Seller has no subsidiaries other than those listed on Schedule 3.1.3.

3.1.3 Authorization; Validity. The execution, delivery, and performance of this Agreement by Seller has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller, and is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

3.1.4 Consents. Other than as set forth on Schedule 3.1.5, no approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transactions contemplated by this Agreement.

3.1.5 Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver (other than those identified on Schedule 3.1.5), or result in the imposition of any lien or other encumbrance upon any property or assets of Seller, under any agreement, lease, or other instrument to which Seller is a party or by which any of the property or assets of Seller is bound; (ii) violate any permit, license, or approval required by Seller to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Seller's Articles of Incorporation or Bylaws.

3.2 Survival of Representations and Warranties. Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by Seller at the closing as if made at the time, and shall survive the closing until the expiration of all applicable statute of limitation periods.

SECTION 4. Covenants of Seller. Except as may otherwise be consented to or approved in writing by Buyer, Seller agrees that from the date of this Agreement and until the Closing:

4.1 Conduct Pending Closing. (i) The business of Seller shall be conducted only in the ordinary course consistent with past practices. (ii) Seller shall not issue, or cause to be issued any shares of stock in and to Seller corporation to any third parties, except as may be outlined herein.

4.2 Access to Records. Seller shall provide Buyer and its representatives access to all records of Seller that they reasonably may request and provide reasonable access to the properties of Seller.

4.3 Confidentiality. Seller agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Seller's accountants, attorneys, and other professionals with whom Seller conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

4.4 Employee Payments. Seller shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the closing date.

SECTION 5. Conditions Precedent to Obligations of Buyer.

5.1 Conditions Precedent. Unless, at the closing, each of the following conditions is either

satisfied or waived by Buyer in writing, Buyer shall not be obligated to effect the transactions contemplated by this Agreement:

5.1.1 Representations and Warranties. The representations and warranties of Seller are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

5.1.2 Performance of Covenants. Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

5.1.3 Items to be Delivered at Closing. Seller shall have tendered for delivery to Buyer the following:

(i) *Delivery of Shares for Cancellation.* Stock certificates representing all of the outstanding securities of Seller duly endorsed in blank or accompanied by duly executed stock powers with all requisite transfer tax stamps attached, which shall be subsequently canceled.

(ii) *Consents.* Consents for each item listed on Schedule 3.1.4.

(iii) *Corporate Action.* A certified copy of the corporate action of Seller authorizing and approving this Agreement and the transactions contemplated by it.

(iv) *Certificate of Incumbency.* A certificate of incumbency duly executed by Seller's Secretary or Assistant Secretary.

(v) *Articles of Share Exchange.* A duly executed original of the Articles of Share Exchange

5.1.4 Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident to this Agreement, shall be satisfactory in form and substance to Buyer and Buyer's counsel, whose approval shall not be withheld unreasonably.

5.1.5 Certificate. There shall be delivered to Buyer an officer's certificate, signed by Seller, to the effect that all of the representations and warranties of Seller set forth in this Agreement are true and complete in all material respects as of the closing date, and that Seller has complied in all material respects with its covenants and agreements required to be complied with by the closing.

5.1.6 No Adverse Change. There shall not have been a material adverse change in the financial condition of Seller or the business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated by it.

SECTION 6. Conditions Precedent to Obligations of Seller.

6.1 Conditions Precedent. Unless, at the closing, each of the following conditions is either satisfied or waived by Seller in writing, Seller shall not be obligated to effect the transactions contemplated by this Agreement.

6.1.1 **Representations and Warranties.** The representations and warranties of Buyer in this Agreement are true and correct at the date of this Agreement and as of the closing as if each were made again at that time.

6.1.2 **Items to be Delivered at Closing.** Buyer shall have tendered for delivery to Seller the following:

(i) *Delivery of Shares or Other Consideration.* Stock certificates duly issued in the name of each of the shareholders not dissenting to the proposed Share Exchange, or such other consideration as is required to be delivered by this Agreement

(ii) *Corporate Action.* A certified copy of the corporate action of Buyer authorizing and approving this Agreement and the transactions contemplated by it.

(iii) *Certificate of Incumbency.* A certificate of incumbency duly executed by Buyer's Secretary or Assistant Secretary.

(iv) *Articles of Share Exchange.* A duly executed original of the Articles of Share Exchange.

6.1.3 **Performance of Covenants.** Buyer shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

SECTION 7. Miscellaneous.

7.1 **Entire Agreement.** This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger, and their exhibits and schedules, contain all of the terms and conditions agreed upon by the parties with reference to the subject matter and supersede any and all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including its Exhibits and Schedules, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

7.2 **Assignment.** This Agreement shall not be assigned or assignable by Seller or Buyer without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

7.3 **Captions.** All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

7.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

7.5 **Waiver.** Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered pursuant to this Agreement, (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No

action taken pursuant to this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

7.6 Controlling Law. This Agreement has been entered into in the state of Florida and shall be governed by, construed, and enforced in accordance with the laws of Florida.

7.7 Gender. Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

7.8 Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

7.9 References to Agreement. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

7.10 Schedules and Exhibits. Schedules and Exhibits to this Agreement (and any references to any part or parts of them) shall, in each instance, include the Schedules or Exhibits (as the case may be) attached to this Agreement as well as any amendments to such Schedules or Exhibits (in each such case). All such Schedules and Exhibits shall be deemed an integral part of this Agreement, and are incorporated into this agreement by reference.

7.11 Severability. Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, and/or provision. If any provision of this Agreement shall be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

7.12 Rights in Third Parties Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST:

BUYER
U.S. ENERGY SERVICES, INC.
a Florida corporation

By: _____
(Corporate Seal)


ATTEST:

By: _____
(Corporate Seal)

By: 

President

SELLER
PURE AIR CONTROL SERVICES, INC.
a Florida corporation

By: 

President