

THE LAW OFFICES OF  
JOHN T. PAXMAN, P.A.

L71470

FILED  
00 MAR 27 PM 3:10  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

March 22, 2000

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

re: Filing of Merger Agreement via Share Exchange Agreement by and  
between Gulfstream Exterminating, Inc. and Chuck's Exterminating, Inc.

Ladies and Gentlemen:

Enclosed please find the Merger Agreement via Share Exchange Agreement by and between  
Gulfstream Exterminating, Inc., a Florida corporation, and Chuck's Exterminating, Inc., a Florida  
corporation, for filing along with our check for \$78.75. Please file this document and return a certified  
copy to my office in the envelope provided.

If you have any questions or if any further information is required, please contact my office  
immediately.

Respectfully yours,

  
JOHN T. PAXMAN  
For the Firm

JTP/jg  
Enclosures

Merger  
5-9-00  
JTP

100003186161--8  
-03/27/00--01144--007  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

E:\JTP\515 Gulfstream Exterminating\008 Share Exchange\000322 Div of Corps ltr.wpd

THE LAW OFFICES OF  
JOHN T. PAXMAN, P.A.

April 18, 2000

Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

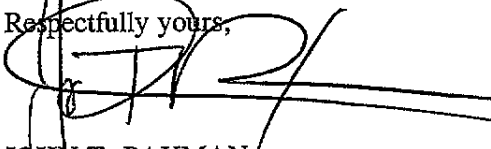
re: Filing of Articles of Merger and Merger Agreement via Share Exchange Agreement  
by and between Gulfstream Exterminating, Inc. and Chuck's Exterminating, Inc.

Ladies and Gentlemen:

Enclosed please find the Articles of Merger and Merger Agreement via Share Exchange Agreement by and between Gulfstream Exterminating, Inc., a Florida corporation, and Chuck's Exterminating, Inc., a Florida corporation for filing. Our check in the amount of \$78.75 was previously submitted.

Please file this document and return a certified copy to my office in the envelope provided. Thank you for your prompt attention.

Respectfully yours,



JOHN T. PAXMAN  
For the Firm

JTP/jg  
Enclosures

E:\UTPS15 Gulfstream Exterminating\008 Share Exchange\000418 Div of Corp ltr.wpd

THE LAW OFFICES OF  
JOHN T. PAXMAN, P.A.

May 2, 2000

Mr. Doug Spitler  
Florida Department of State  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

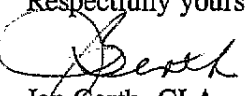
re: Filing of Articles of Merger  
Gulfstream Exterminating, Inc.

Dear Mr. Spitler:

Pursuant to our telephone conversation today, enclosed please find the original Articles of Merger of Chuck's Exterminating Company, Inc. into Gulfstream Exterminating, Inc., along with a copy of the Merger via Share Exchange Agreement by and between Gulfstream Exterminating, Inc., a Florida corporation and Chuck's Exterminating, Inc., a Florida Corporation. I enclose a copy of your April 25, 2000 letter for reference.

Thank you for your prompt attention to this matter. Please do not hesitate to contact me if you have any questions regarding this matter.

Respectfully yours,

  
Jan Gerth, CLA  
JOHN T. PAXMAN, P.A.

/jg  
Enclosures

E:\JTP\515 Gulfstream Exterminating\008 Share Exchange\000322 Div of Corps ltr.wpd

1601 FORUM PLACE, SUITE 801  
WEST PALM BEACH, FLORIDA 33401  
PHONE 561. 712.8700  
FAX 561. 712.8701



FLORIDA DEPARTMENT OF STATE

Katherine Harris  
Secretary of State

April 12, 2000

JOHN T. PAXMAN, P.A.  
SUITE 801  
1601 FORUM PLACE  
WEST PALM BEACH, FL 33401

SUBJECT: GULFSTREAM EXTERMINATING, INC.  
Ref. Number: L71470

We have received your document for GULFSTREAM EXTERMINATING, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The application/form submitted does not meet the requirements of this office; please complete the attached application/form.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Doug Spittler  
Document Specialist

Letter Number: 100A00020065

RECEIVED  
00 APR 21 AM 11:13  
DIVISION OF CORPORATIONS



**FLORIDA DEPARTMENT OF STATE**

**Katherine Harris**  
Secretary of State

April 25, 2000

**JOHN T. PAXMAN, P.A.**  
SUITE 801  
1601 FORUM PLACE  
WEST PALM BEACH, FL 33401

**SUBJECT: GULFSTREAM EXTERMINATING, INC.**  
Ref. Number: L71470

We have received your document for GULFSTREAM EXTERMINATING, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please entitle your document Articles of Merger.

The document must have original signatures.

Please contact the undersigned before making corrections or returning your document to this office.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6957.

Doug Spitler  
Document Specialist

Letter Number: 900A00022532

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

CHUCK'S EXTERMINATING COMPANY, INC., a Florida corporation, 632021

INTO

**GULFSTREAM EXTERMINATING, INC.,** a Florida entity, L71470

File date: March 27, 2000

Corporate Specialist: Doug Spitler

**ARTICLES OF MERGER OF  
CHUCK'S EXTERMINATING COMPANY, INC.  
INTO  
GULFSTREAM EXTERMINATING, INC.**

**FILED**

00 MAR 27 PM 3:09

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to Florida Statutes § 607.1105, the corporations described herein, desiring to effect a share exchange, set forth the following facts:

**ARTICLE I**

The name of the corporation surviving the share exchange is: GULFSTREAM EXTERMINATING, INC. The name of the surviving corporation has not been changed as a result of the share exchange.

**ARTICLE II**

The surviving corporation is a Florida corporation, which was incorporated on or about May 7, 1990, with Charter No. L71470.

**ARTICLE III**

The name of the non-surviving corporation is: Chuck's Exterminating Company, Inc., a Florida Corporation which was originally incorporated on August 6, 1979.

**ARTICLE IV**

The Plan of Share Exchange, containing the information required by Florida Statutes §607.1102, is set forth in Exhibit A, which is attached hereto and made a part hereof.

**ARTICLE V**

The manner of adoption and vote of the surviving corporation was approved by a unanimous vote of the shareholders on October 20, 1999.

**ARTICLE VI**

The manner of adoption and vote of the non-surviving corporation was approved by a unanimous vote of the shareholders on October 20, 1999.

**ARTICLE VII**

These Articles of Share Exchange will be effective October 20, 1999.

Date: October 20, 1999.

Chuck's Exterminating Company, Inc., a Florida Corporation

By: Charles A. Freebold  
Charles A. Freebold, President, Director,  
Shareholder

By: Linda A. Freebold  
Linda A. Freebold, Vice President, Director,  
Shareholder

By: Gregory P. Freebold  
Gregory P. Freebold, Secretary, Director,  
Shareholder

By: Jeffrey C. Freebold  
Jeffrey C. Freebold, Treasurer, Director,  
Shareholder

Gulfstream Exterminating, Inc., a Florida Corporation

By: Jeffrey C. Freebold  
Jeffrey C. Freebold, President, Director,  
Shareholder

By: Gregory P. Freebold  
Gregory P. Freebold, Vice President, Director,  
Shareholder

By: Charles A. Freebold  
Charles A. Freebold, Secretary, Treasurer, Director,  
Shareholder

By: Linda A. Freebold  
Linda A. Freebold, Shareholder



**Merger via Share Exchange Agreement by and between  
Gulfstream Exterminating, Inc., a Florida Corporation and  
Chucks Exterminating, Inc., a Florida Corporation**

Merger via Share Exchange Agreement dated October 20, 1999, by and between Gulfstream Exterminating, Inc., a Florida corporation (sometimes called "Gulfstream"), and Chucks Exterminating, Inc., a Florida corporation (sometimes called "Chucks"), the two corporations acting by their respective boards of directors and sometimes collectively referred to as the "Constituent Corporations."

Gulfstream is a corporation organized and existing under the laws of the State of Florida, having been incorporated on May 7, 1990. The principal office and principal place of business of Gulfstream are located at 1530 Cypress Drive, Suite H, Jupiter, Florida 33469, and its resident agent is John T. Paxman, Esquire upon whom legal process against Gulfstream may be served in the State of Florida. The authorized capital stock of Gulfstream consists of seven thousand five hundred (7,500) shares of the par value of \$1.00 per share, of which one thousand (1,000) shares are presently issued and outstanding with no other shares or share rights outstanding.

Chucks is a corporation organized and existing under the laws of the State of Florida, having been incorporated on August 6, 1979. The principal office and place of business of Chucks is located at 530 Cypress Drive, Suite H, Jupiter, Florida 33469, and its resident agent is Charles A. Freebold, of 2860 Flamango Lake Drive, West Palm Beach, Florida 33406, upon whom legal process against Chucks may be served. The authorized capital stock of Chucks consists of three hundred (300) shares of common stock, par value \$50.00 per share, of which one hundred fifty (150) shares are presently issued with no other shares or share rights outstanding.

Florida Statutes §607.1102 confers upon Gulfstream and Chucks the power to merge via share exchange and Florida Statutes §607.1106 allows the resulting corporation, upon the filing and recording of the agreement of merger between Chucks and the resulting corporation, possesses all the powers and property formerly possessed by Chucks.

The respective boards of directors of Gulfstream and Chucks deem it desirable and in the best interests of the corporations and their stockholders that the corporations merge pursuant to Florida Statutes §607.1102.

In consideration of the premises and mutual agreements, provisions and covenants contained, it is agreed by and between the parties that, in accordance with the provisions of the laws of the State of Florida, Gulfstream and Chucks shall be, and they are, as of October 20, 1999, merged into a single surviving corporation (sometimes called the "Surviving Corporation"), which shall be and is Gulfstream, one of the Constituent Corporations, which shall continue its corporate existence and remain a Florida corporation governed by the laws of that state, all on the terms and conditions set forth.

**Article I - Merger**

1. This Merger via Share Exchange Agreement (sometimes called the "Agreement"), shall be submitted for adoption and approval by the shareholders of each of the Constituent Corporations at separate meetings, each of which shall be held in accordance with Florida Statutes §607.001 *et. seq.*
2. Upon the adoption and approval of this Agreement by the respective shareholders of the Constituent Corporations, the facts shall be certified on this Agreement and this Agreement shall be signed, acknowledged, filed and recorded in the manner required by Florida Statutes §607.001 *et. seq.*
3. The merger of Chucks into Gulfstream is October 20, 1999, hereinafter referred to from time to time as the "Merger Date."

## **Article II - Name and Continued Corporate Existence of Surviving Corporation**

The corporate name of Gulfstream, the Constituent Corporation whose corporate existence is to survive this merger and continue thereafter as the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purposes, powers, objects, franchises, rights and immunities of Chucks shall be wholly merged into Gulfstream. Accordingly, on the Merger Date the separate existence of Chucks, except insofar as continued by statute, shall cease.

## **Article III - Governing Law**

As stated, the laws of the State of Florida shall govern the Surviving Corporation.

## **Article IV - Bylaws of Surviving Corporation**

From and after the Merger Date the present bylaws of Gulfstream shall be and become the bylaws of the Surviving Corporation.

## **Article V - Directors and Officers**

1. The directors and officers of Gulfstream shall hold the same positions in the Surviving Corporation.
2. The first annual meeting of the shareholders of the Surviving Corporation after the Merger Date shall be the annual meeting provided by the bylaws of the Surviving Corporation for the year 2000.
3. If, on or after the Merger Date, a vacancy shall for any reason exist in the board of directors of the Surviving Corporation, or in any of the offices, the vacancy shall be filled in the manner provided in the Articles of Incorporation of the Surviving Corporation or in its bylaws.

## **Article VI - Capital Stock of Surviving Corporation**

The capitalization of the Surviving Corporation upon the Merger Date shall be as set forth in the Articles of Incorporation of the Surviving Corporation.

## **Article VII - Conversion of Securities on Merger**

Each issued share of common stock, of the par value of \$1.00 each, of Gulfstream, including shares held in the treasury of Gulfstream, shall, on the Merger Date continue to be issued shares of common stock, par value \$1.00 per share, of the Surviving Corporation. Every fifty (50) shares of common stock, par value \$50.00 per share, of Chucks outstanding on the Merger Date (called "Chucks Stock"), and all rights shall upon the Merger Date be converted into one hundred sixty-six and two-thirds (166 2/3) shares of common stock, par value \$1.00 per share of the Surviving Corporation.

## **Article VIII - Assets and Liabilities**

1. On the Merger Date, all property, real, personal and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other *choses in action*, and all and every other interest of or belonging to either of Constituent Corporations shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all property and every other interest shall be as effectually the property of the Surviving Corporation as it was of the respective Constituent Corporations, and the title to any real estate or any interest, whether vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of the Constituent Corporations shall be preserved unimpaired, and all debts,

Handwritten initials and signatures, including "GF" and "LF".

liabilities, obligations and duties of the respective Constituent Corporations shall attach to the Surviving Corporation, and may be enforced against it to the same extent as if the debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the merger had not taken place, or the Surviving Corporation may be submitted in place of either of the Constituent Corporations. The parties respectively agree that from time to time, when requested by the Surviving Corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all deeds and instruments, and will take or cause to be taken all further or other action, as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation or its successors or assigns title to and possession of all the property and rights and otherwise carry out the intent and purposes of this Agreement.

2. The Surviving Corporation shall assume and use the Federal Tax Identification Number of Chucks.

#### Article IX - Warranties of the Constituent Corporations

Chucks covenants, represents and warrants to Gulfstream that it is:

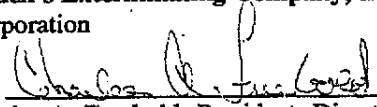
1. A corporation duly organized and existing and in good standing under the laws of the State of Florida;
2. Duly authorized pursuant to its Articles of Incorporation, as amended to date, and under applicable laws, to engage in the business carried on by it; and
3. It is fully qualified to do business in the State of Florida;
4. All federal, state and local tax returns required to be filed by it, on or before the Merger Date will have been filed, and all taxes shown to be required to be paid on or before the Merger Date will have been paid;
5. It will use its best efforts to collect the accounts receivable owned by it on or prior to the Merger Date and will follow its past practices in connection with the extension of any credit prior to the Merger Date;
6. All fixed assets owned by it and employed in its businesses are of the type, kind and condition appropriate for its businesses and will be operated in the ordinary course of business until the Merger Date;
7. All leases now held by it are now and will be on the Merger Date in good standing and not voidable or void by reason of any default whatsoever;
8. It has not been represented by any broker in connection with the transaction contemplated, except as it has advised Gulfstream in writing;
9. Its board of directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement;
10. Use its best efforts to preserve its business organization intact, to keep available to Gulfstream the present officers and employees of Chucks, and to preserve for Gulfstream the relationships of Chucks with suppliers and customers and others having business relations with Chucks; and
11. Not increase the compensation, wages, or other benefits payable to its officers or employees, other than increases which Gulfstream has approved in writing.

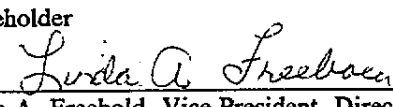
Gulfstream covenants, represents and warrants to Chucks that:

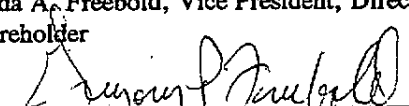
1. Gulfstream is a corporation duly organized and existing and in good standing under the laws of the State of Florida and has the corporate power to own its properties and to carry on its business as now being conducted; and
2. Its board of directors has, subject to the authorization and approval of its stockholders, authorized and approved the execution and delivery of this Agreement, and the performance of the transactions contemplated by this Agreement.

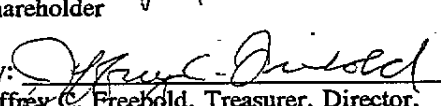
In witness, the directors, or a majority of them, of each of the Constituent Corporations have duly subscribed their names to this Agreement under the corporate seal of their respective corporation, all as of the day and year first written above.

**Chuck's Exterminating Company, Inc., a Florida Corporation**

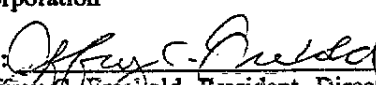
By:   
Charles A. Freebold, President, Director,  
Shareholder

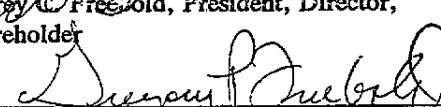
By:   
Linda A. Freebold, Vice President, Director,  
Shareholder

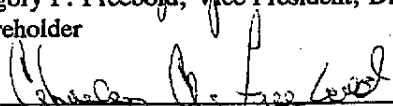
By:   
Gregory P. Freebold, Secretary, Director,  
Shareholder

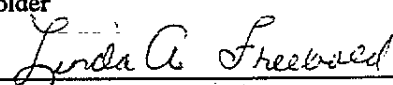
By:   
Jeffrey C. Freebold, Treasurer, Director,  
Shareholder

**Gulfstream Exterminating, Inc., a Florida Corporation**

By:   
Jeffrey C. Freebold, President, Director,  
Shareholder

By:   
Gregory P. Freebold, Vice President, Director,  
Shareholder

By:   
Charles A. Freebold, Secretary, Treasurer, Director,  
Shareholder

By:   
Linda A. Freebold, Shareholder