

Oct. 12, 2005, 4:22 AM  
Division of Corporations

No. 3052 P. 1 of 1

P00000010946

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000242284 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:  
Division of Corporations  
Fax Number : (850)205-0380

From:  
Account Name : TODD WATSON, ATTORNEY AT LAW  
Account Number : I19990000260  
Phone : (904)739-9747  
Fax Number : (904)739-9748

FILED  
05 OCT 12 AM 10:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

LANGSTON TREE SERVICE, INC.

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$70.00

RECEIVED  
05 OCT 12 AM 8:00  
DIVISION OF CORPORATIONS

Electronic Filing Menu

Corporate Filing

Public Access Help

P3/10/13/05  
10/12/05

Merger -

FILED

05 OCT 12 AM 10:12

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## **ARTICLES OF MERGER**

THESE ARTICLES OF MERGER executed this ~~20~~<sup>20th</sup> day of September, 2005, by and between Florida Wastewood Recycling, Inc., a Florida Corporation, (hereafter referred to as "FWR"); and Langston Tree Service, Inc., a Florida Corporation, (hereinafter referred to as "LTS").

### **WITNESSETH THAT:**

WHEREAS, FWR has authorized capital consisting of 100 shares of \$1.00 per share par value, of which 51 shares have been issued to Wanda Langston and 49 shares have been issued to Robert A. Langston; and

WHEREAS, LTS has an authorized capital stock consisting of 100 shares of Common Stock, no par value per share, of which 85 shares have been issued to Robert A. Langston and 15 shares have been issued to Wesley R. Langston; and

WHEREAS, the Board of Directors of FWR and the Board of Directors of LTS, respectively, deem it advisable and generally to the advantage and welfare of their respective shareholders that the two Corporations merge into LTS under and pursuant to the provisions of the Florida Business Corporation Act; and

WHEREAS, the respective directors and shareholders of FWR and LTS have approved the terms and conditions of the merger.

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein contained and of the mutual benefits hereby provided, it is agreed by and between the parties hereto as follows:

1.0 **Approval.** On the date undersigned, the directors and shareholders of FWR and the directors and shareholders of LTS unanimously adopted and approved these Articles of Merger by joint resolution of the Directors and Shareholders.

2.0 **Merger.** FWR and LTS are hereby merged into LTS, Inc.

3.0 **Effective Date.** These Articles of Merger are intended to become effective for income tax and accounting purposes on August 15, 2005, such time and date being hereinafter called the "Effective Date", and shall become effective for state law purposes upon the Effective Date and compliance with the laws of the State of Florida.

H05000242284 3

4.0 Surviving Entity. LTS, a Florida Corporation, shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida and the separate corporate existence of FWR shall cease forthwith upon the Effective Date.

5.0 Authorized Capitalization. The authorized capital of LTS following the Effective Date shall be 100,000 shares of common stock having no par value unless and until the same shall be changed in accordance with the laws of the State of Florida.

6.0 Articles of Incorporation. The Articles of Incorporation of LTS following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Articles of Incorporation of LTS upon any other person whomsoever are subject to this reserve power, shall continue as the Articles of Incorporation of LTS as the Surviving Entity. Such Articles of Incorporation shall constitute the Articles of Incorporation of LTS separate and apart from these Articles of Merger and may be separately certified as the Articles of Incorporation of LTS.

7.0 Bylaws. The Bylaws of LTS shall be the Bylaws of the surviving entity following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof.

8.0 Further Assurance of Title. If at any time LTS shall consider or be advised that any acknowledgments or assurances in law or other similar actions are necessary or desirable in order to acknowledge or confirm in and to LTS any right, title, or interest of FWR held immediately prior to the Effective Date, FWR and its proper officers and directors shall and will execute and deliver all such acknowledgments or assurances in law and do all things necessary or proper to acknowledge or confirm such right, title, or interest in LTS as shall be necessary to carry out the purposes of these Articles of Merger, and LTS and the directors and officers thereof are fully authorized to take any and all such action in the name of LTS or otherwise.

9.0 Exchange of Existing Shares. Upon the Effective Date, all of the outstanding and issued common stock of FWR shall be retired and canceled and .9482 shares of the common stock of LTS shall be issued to each shareholder of FWR. LTS and FWR each have only common stock outstanding.

10.0 Conversion of Outstanding Common Stock. Forthwith upon the Effective Date, each of the issued and outstanding shares of Common Stock of FWR and all rights in respect thereof shall be converted into .9482 fully paid and nonassessable outstanding share of the common stock of LTS, with all rights and interests provided

H05000242284 3

therein. Each certificate nominally representing shares of Common Stock of FWR shall for all purposes be deemed to evidence the ownership of .9482 shares of common stock of LTS. The holders of such certificates shall not be required immediately to surrender the same in exchange for interests of LTS but, as certificates nominally representing shares of Common Stock of FWR, LTS will cause to be issued therefor stock certificates for the appropriate number of shares of the outstanding common stock of LTS.

11.0 Book Entries. The merger contemplated hereby shall be treated as a qualified tax free reorganization for federal income tax purposes and as of the Effective Date entry shall be made upon the books of LTS in accordance with the following:

11.1 The assets and liabilities of FWR shall be recorded on the books of LTS at the amounts at which they were carried on the books of FWR, immediately prior to the Effective Date.

11.2 All accounting and tax attributes of FWR, without limitation, shall become the accounting and tax attributes of LTS.

12.0 Directors. The name of the directors of LTS following the Effective Date, shall be the same persons currently serving as directors of LTS.


13.0 Amendment. These Articles of Merger cannot be altered or amended, except pursuant to an instrument in writing signed by all of the parties hereto.

THIS SPACE INTENTIONALLY LEFT BLANK

H05000242284 3

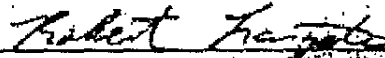
IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by the President of FWR, a Florida Corporation, pursuant to authority given by its Boards of Directors.

Executed this 30 day of September, 2005.

  
By Wanda Langston, on behalf of Florida  
Wastewood Recycling, Inc., as its President

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be executed by the President of Langston Tree Service, Inc., a Florida Corporation, pursuant to authority given by its Boards of Directors.

Executed this 30 day of September, 2005.

  
By Robert Langston, on behalf of Langston  
Tree Service, Inc., as its President

H05000242284 3

## **PLAN AND AGREEMENT OF MERGER**

**THIS PLAN AND AGREEMENT OF MERGER** executed on the 30<sup>th</sup> day of September, 2005, by and between Florida Wastewood Recycling, Inc., a Florida Corporation (hereinafter referred to as "FWR") and Langston Tree Service, Inc., a Florida Corporation, (hereinafter referred to as "LTS.")

The Parties to this Plan and Agreement of Merger agree as follows:

### **ARTICLE 1.0 MERGER OF FWR INTO LTS**

Upon the effective date (as defined in Article 4.0) FWR shall be merged with and into LTS and the separate existence of FWR shall cease. LTS (the Surviving Entity) shall continue its legal existence under, and shall be governed by, the laws of the State of Florida. The address of the registered or principal office of the Surviving Entity in Florida is 2751 NE 107<sup>th</sup> Place, Chiefland, FL 32626 and the mailing address of the Surviving Entity is 4751 NW 155<sup>th</sup> Street, Trenton, FL 32693.

### **ARTICLE 2.0 CERTIFICATE OF INCORPORATION**

The Articles of Incorporation of LTS as amended shall be the Articles of Incorporation of the Surviving Entity following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Corporate Bylaws of FWR as in effect on the effective date, shall be the Corporate Bylaws of the Surviving Entity until altered, amended or repealed, as provided therein.

### **ARTICLE 3.0 STATUS AND CONVERSION OF INTERESTS**

Upon the effective date all of the issued and outstanding shares of common stock currently held by the shareholders of FWR, shall be retired and terminated and .9482 number of shares of common stock in LTS, shall be issued in respect thereof to all shareholders of FWR. After the effective date, each holder of an outstanding stock certificate theretofore representing common stock in FWR may surrender the same to LTS and shall be entitled to receive in exchange therefor a stock certificate in LTS representing .9482 shares of common stock, with the same rights and interests as all other shares of LTS common stock for each share of FWR surrendered. Until so surrendered, each outstanding stock certificate or other evidence of the ownership of stock in FWR, shall be deemed for all purposes to evidence ownership of .9482 number of shares of common stock in LTS.

H05000242284 3

**ARTICLE 4.0 SHAREHOLDERS APPROVAL; EFFECTIVE DATE**

This Agreement shall be submitted for approval to all shareholders of FWR and LTS, respectively, at meetings thereof held on or prior to the effective date, (or such later date as the respective partners or boards of directors of corporate partners shall mutually approve), called and held separately in accordance with Florida law, as applicable, and if approved by such shareholders then Articles of Merger, reflecting this Agreement in the form required by Florida law, shall be delivered to the Florida Department of State.

**ARTICLE 5.0 FURTHER ASSURANCE**

Before the effective date, FWR and LTS shall, subject to the terms and conditions of this Agreement, take all actions as shall be necessary or appropriate in order to effectuate the merger as provided in this Agreement. In case, at any time after the effective date, LTS shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to LTS full title to and possession of all the properties, assets, rights, privileges and obligations of FWR, then the persons who were the officers and directors of FWR as of the effective date shall as such partners, officers and/or directors take all such action and execute and deliver all such instruments as LTS may so determine to be necessary or desirable.

**ARTICLE 5.0 CERTAIN EFFECTS OF MERGER**

On the effective date, all the rights, privileges, powers and franchises, of a public as well as of a private nature, of FWR shall be possessed by LTS subject to the obligations and duties of FWR and all property, real, personal and mixed owned by and all debts due to FWR on whatever account shall be vested in LTS and shall thereafter be as effectually the property of LTS as they were of FWR and the title to any real estate vested in FWR, shall thereafter be as effectually the property of LTS as they were of FWR; as provided in Florida Statutes Section 607.1106 and all liens upon any property of FWR shall be preserved unimpaired, and all debts, liabilities and duties of FWR shall upon the effective date attach to LTS and may be enforced against LTS to the same extent as if such debts, liabilities and duties had been incurred or contracted by LTS.

**ARTICLE 6.0 REGISTRATION SUBSEQUENT TO MERGER**

The parties unanimously agree that the merger of FWR into LTS qualifies for exemption from registration with the Securities and Exchange Commission.

**ARTICLE 7.0 EXPENSES**

H05000242284 3

If the merger contemplated herein is consummated, all expenses incident thereto will be paid by LTS.

#### ARTICLE 8.0 MISCELLANEOUS

8.1 Specific Performance. The parties agree that it is impossible to measure in money the damages which will accrue to a party hereto by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto shall institute any action or proceeding to enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense that such party has an adequate remedy in money damages.

8.2 Attorney Fees. In the event any party fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or parties or the party or parties not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party or parties in enforcing or establishing its or their rights under this Agreement, including, without limitation, reasonable attorneys' fees, whether suit be brought or not, and whether incurred in arbitration, mediation, trial or appellate proceedings.

8.3 Remedies. All rights and remedies granted in this Agreement shall be cumulative and not exclusive of all other rights and remedies which the parties may have at law or in equity, and the parties may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which they may have in the matter.

8.4 Notices. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by certified mail which shall be addressed to each party at his address of record, or to such other address as may be designated by the party. Notice may be by facsimile if followed by certified mail and the date of the facsimile shall control.

8.5 Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted. If one or more phrases, sentences or provisions of this Agreement is susceptible of two or more legal interpretations, at least one of which would make the same legally enforceable, then the legal interpretation which would render it legally enforceable shall be used in construing this Agreement.

8.6 Counterparts. This Agreement may be executed in one or



H05000242284 3

more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8.7 Modification. No alteration, change or modification of this Agreement shall be valid or binding upon any of the parties unless and until the same shall be reduced to writing and signed by the parties hereto.

8.8 Headings. Headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Agreement.

8.9 Governing Law. The validity, construction and effect of this Agreement shall be construed and governed by the laws of the State of Florida. The parties agree that the proper jurisdiction and venue for the resolution or litigation of any disputes shall be in Levy County, Florida.

8.10 Entire Agreement. This Agreement supersedes all Agreements previously made between the parties hereto relating to its subject matter. There are no other Agreements or understandings between them and this Agreement is the entire Agreement among the parties.

8.11 Benefit. This Agreement shall not be assignable by either party.

8.12 Gender and Number. Whenever the context of this Agreement requires, the masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa.

THIS SPACE INTENTIONALLY LEFT BLANK

H05000242284 3

**ARTICLE 2.0 EXECUTION**

This Plan and Agreement of Merger shall be approved and become effective on the date it is approved by the Shareholders of both FWR and LTS.

Florida Wastewood Recycling, Inc.

Wanda Langston  
By Wanda Langston, on behalf of Florida  
Wastewood Recycling, Inc., as its President

Langston Tree Service, Inc.

Robert A. Langston  
By Robert A. Langston, on behalf of Langston  
Tree Service, Inc., as its President