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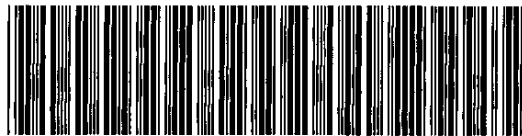
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TALLAHASSEE, FLORIDA

Meyer
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DIVERSIFIED MAINTENANCE SYSTEMS, INC.

(Name of Surviving Corporation)

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

Please return all correspondence concerning this matter to following:

DAVID KING

(Contact Person)

FARRIS MATHEWS BRANAN BOBANGO HELLEN & DUNLAP PLC

(Firm/Company)

1100 RIDGEWAY LOOP RD STE 400

(Address)

MEMPHIS TN 38120-4058

(City/State and Zip Code)

For further information concerning this matter, please call:

DAVID KING

(Name of Contact Person)

At (901) 259-7120

(Area Code & Daytime Telephone Number)

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

STREET ADDRESS:

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

MAILING ADDRESS:

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

**ARTICLES OF MERGER
OF
WYATT LEASING, INC.
INTO
DIVERSIFIED MAINTENANCE SYSTEMS, INC.**

FILED
2008 JAN -2 PM 4: 33
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of the Florida Business Corporation Act, the domestic corporation and the foreign corporation herein named hereby submit the following Articles of Merger:

- FIRST:** The names of the constituent corporations are Wyatt Leasing, Inc., a corporation organized under the laws of the State of Tennessee, and Diversified Maintenance Systems, Inc., a corporation organized under the laws of the State of Florida.
- SECOND:** The Agreement and Plan of Merger between the constituent corporations (the "Plan of Merger") for merging Wyatt Leasing, Inc. (the "Terminating Corporation") with and into Diversified Maintenance Systems, Inc. (the "Surviving Corporation"), as approved and adopted, pursuant to Section 607.1104 of the Florida Business Corporation Act and Section 48-21-105 of the Tennessee Business Corporation Act, by unanimous written consent of the Board of Directors, pursuant to Section 607.0821 of the Florida Business Corporation Act, of the Surviving Corporation on December 31, 2006, is annexed hereto and made a part hereof.
- THIRD:** The Plan of Merger was not required to be approved and adopted by the board of directors or the shareholders of the Terminating Corporation, pursuant to Tennessee Code Section 48-21-105.
- FOURTH:** Diversified Maintenance Systems, Inc. will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of the State of Florida.
- FIFTH:** These Articles of Merger and the merger contemplated hereby shall be effective upon filing by the Florida Department of State.

IN WITNESS WHEREOF, Diversified Maintenance Systems, Inc., by its duly authorized officer below, has executed these Articles of Merger as of this 31st day of December, 2006.

DIVERSIFIED MAINTENANCE SYSTEMS, INC.

By: 
Mitchell D. Spurlock, Chief Executive Officer

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made as of December 31, 2006, by and between **WYATT LEASING, INC.**, a Tennessee corporation ("**Wyatt**"), and **DIVERSIFIED MAINTENANCE SYSTEMS, INC.**, a Florida corporation ("**Diversified**"). Wyatt and Diversified are sometimes collectively referred to in this Agreement as the "**Constituent Corporations**."

PRELIMINARY STATEMENTS

A. Wyatt has 2,000 shares of common stock issued and outstanding, of which all are held by Diversified as of the date of this Agreement.

B. Diversified has 2,000 shares of common stock issued and outstanding, of which 1,000 are held by Mitchell Spurlock and 1,000 are held by Coby Orr, as of the date of this Agreement.

C. The parties desire that Wyatt be reorganized through the merger (the "**Merger**") of Wyatt with and into Diversified. The parties intend that the Merger qualify as a tax-free reorganization under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

AGREEMENT

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby enter into the following agreements:

I. PLAN OF MERGER.

1. **The Merger.** Wyatt shall be merged with and into Diversified and Diversified shall survive the Merger (the "**Surviving Corporation**") in accordance with the laws of Tennessee and Florida. The merger shall become effective at the time provided by applicable law (the "**Effective Time**").

2. Effect of the Merger.

(a) At the Effective Time, the Constituent Corporations shall be a single corporation, which shall be the Surviving Corporation, and the separate existence of Wyatt shall cease. The Surviving Corporation shall have and possess all the rights, privileges, immunities and franchises, public or private, of each of the Constituent Corporations. Each share of Wyatt common stock outstanding immediately before the Effective Time, shall be cancelled.

(b) All property, real, personal or mixed, all debts due on whatever account, including subscriptions to shares, all rights of action and all other assets or interests of any description of, belonging to, or due to either or both of the Constituent Corporations

shall be deemed to be transferred and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest in real estate, vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of the Merger.

(c) The Surviving Corporation shall be responsible and liable for all of the duties, liabilities and obligations of both of the Constituent Corporations, and all debts, liabilities and duties of both Constituent Corporations shall attach to the Surviving Corporation and may be enforced against the Surviving Corporation to the same extent as if the debts, liabilities and duties had been incurred or contracted, or both, by the Surviving Corporation. A claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted or continued as if the Merger had not taken place or the Surviving Corporation may be substituted in the place of the Constituent Corporation, as applicable. The rights of the creditors and any lien upon the property of the Constituent Corporations shall not be impaired by the Merger.

(d) All corporate acts, plans, policies, agreements, arrangements, approvals and authorizations of each Constituent Corporation, its members, shareholders, directors, managers, officers and agents, as applicable, that were valid and effective immediately before the Effective Time shall be taken for all purposes as the acts, plans, policies, agreements, arrangements, approvals and authorizations of the Surviving Corporation and shall be as effective and binding on the Surviving Corporation as the same were with respect to such Constituent Corporations.

(e) From and after the Effective Time of the Merger, the Articles of Incorporation of Diversified, as existing and constituted at the Effective Time, shall constitute the Articles of Incorporation of the Surviving Corporation without change or amendment until the same is altered, amended or repealed in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

(f) From and after the Effective Time of the Merger, the Bylaws of Diversified, as existing and constituted at the Effective Time, shall constitute the Bylaws of the Surviving Corporation without change or amendment until the same are altered, amended or repealed in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

(g) The directors of Diversified at the Effective Time shall be and constitute the directors of the Surviving Corporation until their successors are elected or they are removed from office in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

(h) The officers of Diversified at the Effective Time, if any, shall be and constitute the officers of the Surviving Corporation until their successors are elected or they are removed from office in accordance with law and the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation.

(i) The location of the Surviving Corporation's principal place of business shall continue to be 5110 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634-6395.

II. ADDITIONAL TERMS.

1. At the Effective Time, the respective assets of Wyatt and Diversified shall be taken up or continued on the books of the Surviving Corporation in the amounts at which the assets have been carried on their respective books immediately before the Effective Time, and the respective liabilities and reserves of Wyatt and Diversified shall be taken up or continued on the books of the Surviving Corporation in the amounts at which those liabilities and reserves have been carried on their respective books immediately before the Effective Time.

2. From time to time, as and when required by the Surviving Corporation or by its successors or assigns, there shall be executed and delivered on behalf of Wyatt such deeds and other instruments, and there shall be taken or caused to be taken by it all such further and other action, as shall be appropriate, advisable 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 Wyatt, and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name of and on behalf of Wyatt or otherwise, to take any and all such action and to execute and deliver any and all such deeds and other instruments.

3. This Agreement shall be deemed and be taken to be the Plan of Merger of the Constituent Corporations upon the filing and recording of the documents and the doing of the acts and things that are required to accomplish the Merger.

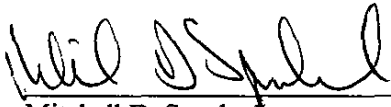
4. Notwithstanding anything in this Agreement to the contrary, this Agreement may, subject to the laws of Tennessee and the laws of Florida, be amended to the extent permitted by law, abandoned or postponed by Diversified's Board of Directors at any time before the Effective Time for any reason deemed appropriate by Diversified's Board of Directors.

[SIGNATURES ON FOLLOWING PAGE]

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

WYATT:

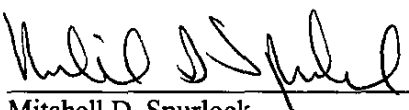
WYATT LEASING, INC.

By: 

Mitchell D. Spurlock,
Chief Executive Officer

DIVERSIFIED:

DIVERSIFIED MAINTENANCE SYSTEMS, INC.

By: 

Mitchell D. Spurlock,
Chief Executive Officer