

P02000078597

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

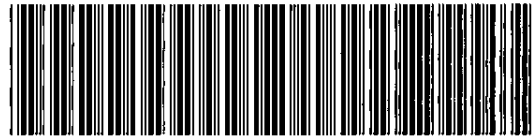
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



700211043547

08/16/11--01021--015 \*\*70.00

FILED  
11 AUG 16 AM 10:50  
SECRETARY OF STATE  
TALLAHASSEE FL 32304

merger  
Reels  
8-18-11

**KIRSCHNER & LEGLER, P.A.**

ATTORNEYS AT LAW

1431 Riverplace Blvd. • Suite 910 • Jacksonville, FL • 32207

The Peninsula

Phone: 904.346.3200 Fax: 904.346.3299

**KENNETH M. KIRSCHNER**

[kmkirschner@leglerlaw.com](mailto:kmkirschner@leglerlaw.com)

**MITCHELL W. LEGLER**

[mwlegler@leglerlaw.com](mailto:mwlegler@leglerlaw.com)

August 15, 2011

**Via Federal Express**

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

Re: Articles of Merger – Guardian Panama City, Inc. into  
Armor Pest Control, Inc.

Gentlemen:

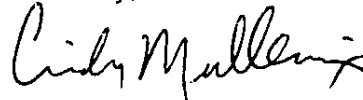
The enclosed Articles of Merger are submitted for filing, along with our firm's check in the amount of \$70.00 (\$35.00 per party) representing the filing fees.

Under cover letter of 7/28/11 from Christine Hill, our office previously transmitted to the State a similar set of Articles of Merger but failed to include the check for filing fees. We would appreciate your destroying that set of documents and filing this one instead.

Please direct all correspondence concerning this matter to:

Cindy Mullennix  
Kirschner & Legler, P.A.  
1431 Riverplace Blvd., Suite 910  
Jacksonville, FL 32207  
E-mail address: [cmmullennix@leglerlaw.com](mailto:cmmullennix@leglerlaw.com)

Sincerely,



Cindy Mullennix,  
Legal Assistant

Enclosures

**ARTICLES OF MERGER**

Merging

**GUARDIAN PANAMA CITY, INC.**  
a Florida corporation  
(Document No. P10000025471)

with and into

**ARMOR PEST CONTROL, INC.**  
a Florida corporation  
(Document No. P02000078597)

**FILED**

**11 AUG 16 AM 10:50**

**SECRETARY OF STATE  
TALLAHASSEE FLORIDA**

**ARTICLES OF MERGER**, executed this 1<sup>st</sup> day of July, 2011, by and between **GUARDIAN PANAMA CITY, INC.** a Florida corporation (Document No. P10000025471) ("Panama") and **ARMOR PEST CONTROL, INC.**, a Florida corporation (Document No. P02000078597) (the "**Surviving Company**") and together with Panama, the "**Constituent Companies**").

1. The names of the entities which are parties to the merger are **GUARDIAN PANAMA CITY, INC.** and **ARMOR PEST CONTROL, INC.** Panama is the merging entity, the separate business and corporate existence of which shall cease, and Surviving Company is the surviving business entity in the merger.

2. A copy of the Plan and Agreement of Merger (the "Plan") is attached hereto and made a part hereof.

3. The merger shall become effective as of July 1, 2011.

4. The Plan was approved by each of the members of each of the Constituent Companies, all in accordance with the provisions of the Articles of Incorporation and Bylaws of each of the Constituent Companies and the Florida Business Corporation Act, F. S. Chapter 607, and the other applicable laws of the State of Florida, by written consent. Panama is an existing affiliate of Surviving Company.

5. The only voting groups of equity holders of each of the Constituent Companies to vote on adoption of the Plan were the holders of the common stock of each of the Constituent Companies. The number of votes cast by such voting group was sufficient for approval by that group.

IN WITNESS WHEREOF, these Articles of Merger have been executed by Panama as the merging company and by Surviving Company as the surviving business entity, as of the day and year first written above.

**ARMOR PEST CONTROL, INC.**

By: \_\_\_\_\_

Daniel G. Fasbinder, President

**GUARDIAN PANAMA CITY, INC.**

By: \_\_\_\_\_

Daniel G. Fasbinder, President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2011, by Daniel G. Fasbinder, in his capacity as President of Armor Pest Control, Inc. and of Guardian Panama City, Inc., both Florida Corporations and on behalf of those entities. Such person did not take an oath and: *(notary must check applicable box)*

- ☒ is/are personally known to me.  
☐ produced a current Florida driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary (Typed, Printed or Stamped) \_\_\_\_\_  
Commission Number (if not legible on seal) \_\_\_\_\_  
My Commission Expires (if not legible on seal) \_\_\_\_\_



## **PLAN AND AGREEMENT OF MERGER**

This Agreement (the "**Agreement**"), dated as of July 1, 2011, is between by and between **GUARDIAN PANAMA CITY, INC.**, A Florida corporation ("**Panama**") and **ARMOR PEST CONTROL, INC.**, a Florida corporation (the "**Surviving Company**" and together with Panama as the merging company, the "**Constituent Companies**").

### **WITNESSETH:**

WHEREAS, the Constituent Companies are each affiliated and wholly owned by the same ultimate principals, and each of such Constituent Companies, each a Florida business entity, deems it advisable, upon the terms and subject to the conditions set forth herein, that Panama be merged with and into the Surviving Company, and that the Surviving Company be the surviving business entity, pursuant to Section 607.1101 et.seq. of the Florida Business Corporation Act.

NOW, THEREFORE, it is agreed as follows:

#### **Section 1**

##### **Terms**

1.1 On the effective date of the merger (as hereinafter defined), Panama shall be merged with and into the Surviving Company, with the Surviving Company as the surviving business entity.

1.2 Upon the effective date of the merger, all common stock of Panama and Surviving Company, shall, by virtue of the merger and without any action on the part of the holders thereof, be cancelled and of no further force or effect, and in lieu thereof One Thousand (1,000) shares of common stock of the Surviving Company shall be issued to the former shareholders of the Constituent Companies in the name of "Daniel G. Fasbinder, and Dorothy L. Fasbinder, Tenants by the Entirety.

1.3 On the effective date of the merger the Articles of Incorporation and the Bylaws of the Surviving Company shall continue as the Articles of Incorporation and Bylaws of the combined companies. The officers of the Surviving Company holding office immediately prior to the effective date of the merger shall be the officers, respectively, of the Surviving Company immediately upon and after the effective date of the merger, to hold office in accordance with the Bylaws of the Surviving Company until their respective successors are duly elected and qualified or until their earlier resignation or removal.

1.4 Physical possession of all assets of each of Panama plus all books and records belonging to Panama shall be delivered to the Surviving Company on the effective date of the merger.

**Section 2**  
**Effective Date**

2.1 The merger shall become effective on the time and date specified in the Articles of Merger filed with the Secretary of State of the State of Florida, herein sometimes referred to as the "effective date of the merger" provided, however, that for all accounting purposes, the merger shall be deemed to have taken place as of 12:01 am on July 1, 2011.

**Section 3**  
**Effect of Merger**

3.1 On the effective date of the merger, the effect of the merger shall be as provided in the applicable provisions of the Florida Business Corporation Act (the "Act"). Without limiting the generality of such provisions, on the effective date of the merger, all the property, interests, assets, rights, privileges, immunities, powers, licensing agreements and franchises of Panama shall vest in the Surviving Company.

**Section 4**  
**Amendment and Termination**

4.1 At any time prior to the filing of the certificate of merger with the Secretary of State of the State of Florida, this Agreement may be amended by Panama and the Surviving Company to the extent permitted by Florida law.

4.2 At any time prior to the filing of the certificate of merger with the Secretary of State of the State of Florida, this Agreement may be terminated and abandoned by Panama and the Surviving Company.

**Section 5**  
**Covenants, Agreements, Representations and Warranties**

5.1 The parties hereto shall each use reasonable best efforts to take all such action as may be necessary or appropriate to effectuate the merger under the Act. If at any time after the effective date of the merger the Surviving Company shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Company, its right, title or interest in, to or under any of the rights, privileges, powers, licensing agreements, franchises, properties or assets of Panama acquired or to be acquired as a result of the merger, or (b) otherwise to carry out the purposes of this Agreement, the Surviving Company and its officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of Panama, all deeds, bills of sale, assignments and assurances, and to do, in the name and on behalf of Panama, all other acts and things necessary, desirable or proper to vest, perfect or confirm the Surviving Company's right, title or interest in, to or

under any of the rights, privileges, powers, licensing agreements, franchises, properties or assets of Panama acquired or to be acquired as a result of the merger and otherwise to carry out the purposes of this Agreement.

5.2 Panama represent and warrant that as of the effective date of the merger (i) Panama is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with full power and authority to own, lease and operate its properties and to carry on its business as now being and as heretofore conducted; and (ii) the execution, delivery and performance by Panama of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action by Panama.

5.3 The Surviving Company represents and warrants that as of the effective date of the merger (i) the Surviving Company is a corporation duly organized, validly existing and in good standing in the State of Florida and has full power and authority to own, lease and operate its properties and to carry on its business as now being and as heretofore conducted; and (ii) the execution, delivery and performance by the Surviving Company of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporation action by the Surviving Company.

5.4 Notwithstanding anything else herein contained to the contrary, the Surviving Company shall assume all obligations of Panama.

## **Section 6**

### **Action on Plan of Merger**

6.1 This Agreement and the terms thereof have been approved by all of the directors and shareholders of Panama and of the Surviving Company, all pursuant to Chapters 607 of the Florida Statutes. All advance notice provisions relative to the merger contemplated hereby, including, but not limited to, those contained in the Act are waived.

## **Section 7**

### **Miscellaneous**

7.1 **Genders and Numbers.** Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers.

7.2 **Headings.** The headings of the various Articles and Sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such Articles and Sections, and shall be ignored in construing this Agreement.

7.3 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

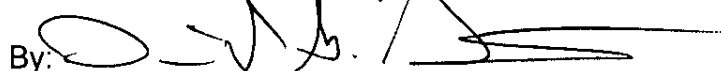
7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7.5 Expenses. Panama and the Surviving Company shall pay its own costs and expenses associated with the drafting, negotiating and filing of this document and any related documents.

IN WITNESS WHEREOF, Panama, the Surviving Company and a majority of the shareholders and partners of Panama and the Surviving Company have executed or caused this Agreement to be executed by their authorized representatives, all as of the date first above written.

**Panama:**

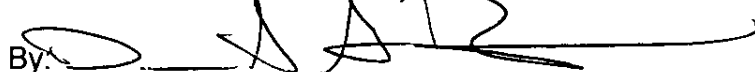
**ARMOR PEST CONTROL, INC.**

By: 

Daniel G. Fasbinder, President

**Surviving Company:**

**GUARDIAN PANAMA CITY, INC.**

By: 

Daniel G. Fasbinder, President