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CAUTHEN & FELDMAN, P.A.

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Division of Corporations

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**P03000052400**

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DIVISION OF CORPORATIONS

**MERGER OR SHARE EXCHANGE**

**CITRUS IRRIGATION SERVICES, INC.**

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*Merger*

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**ARTICLES OF MERGER  
OF  
MICROJET SERVICES, INC., a Florida corporation  
INTO**

**CITRUS IRRIGATION SERVICES, INC., a Florida corporation  
(Document No. P03000052400; Date of Incorporation: May 5, 2003)**

\_\_\_\_\_  
Under Section 607.1105 of Florida Statutes  
\_\_\_\_\_

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Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned hereby certify by these Articles of Merger as follows:

**FIRST:** The names of the corporations which are parties to the merger are Microjet Services Inc., a Florida corporation, and Citrus Irrigation Services, Inc., a Florida corporation. The surviving corporation is Citrus Irrigation Services, Inc.

**SECOND:** The Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

**THIRD:** The plan of merger was duly adopted by the unanimous vote of the Directors and shareholders of each party to the merger on the 23rd day of August, 2005.

**FOURTH:** This merger shall be effective on the 23rd day of August, 2005, pursuant to the provisions of Section 607.1105(1)(b), Florida Statutes.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 23rd day of August, 2005.

\_\_\_\_\_  
H. John Feldman, Esquire  
Cauthen & Feldman, P.A.  
Attorneys at Law  
215 North Joanna Avenue  
Tavares, FL 32778  
(352)343-2225  
Florida Bar #0382965  
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Microjet Services, Inc.,  
a Florida corporation

By: 

Chet O. Brown, President

ATTEST: 

By: RACHEL A BROWN

As: Secretary

Citrus Irrigation Services, Inc.,  
a Florida corporation

By: 

Chet O. Brown, President

ATTEST: 

Chet O. Brown, Secretary

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**AGREEMENT AND PLAN OF MERGER**

This AGREEMENT AND PLAN OF MERGER is dated the 23rd day of August, 2005, between **Microjet Services, Inc. Services, Inc.**, a Florida corporation and **Citrus Irrigation Services, Inc.**, a Florida corporation, said corporations being sometimes collectively referred to herein as the "Constituent Corporations".

**WITNESSETH:**

WHEREAS, **Microjet Services, Inc.**, is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 500 shares of common stock, of which as of the date hereof 250 shares of common stock were validly issued and outstanding.

WHEREAS, **Citrus Irrigation Services, Inc.** is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of common stock, of which as of the date hereof 1,000 shares of common stock are validly issued and outstanding.

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporation and its shareholders that **Microjet Services, Inc.** be merged into **Citrus Irrigation Services, Inc.**.

WHEREAS, the Shareholders of **Microjet Services, Inc.** will receive in exchange for their stock in **Microjet Services, Inc.**, common stock of **Citrus Irrigation Services, Inc.**, as more fully described in ARTICLE VI hereafter.

NOW, THEREFORE, the Constituent Corporations hereby agree that **Microjet Services, Inc.**, shall be merged with and into **Citrus Irrigation Services, Inc.** in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger.

**ARTICLE I**

**THE CONSTITUENT CORPORATIONS**

The names of the Constituent Corporations to the merger are **Microjet Services, Inc. Services, Inc.**, a Florida corporation, (Florida Charter No. P99000090348) and **Citrus Irrigation Services, Inc.**, a Florida corporation, (Florida Charter No. P03000052400).

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## ARTICLE II

### THE MERGER; THE SURVIVING CORPORATION

On the Effective Date, as hereinafter defined, **Microjet Services, Inc.**, shall be merged into **Citrus Irrigation Services, Inc.**, in accordance with the applicable provisions of Chapter 607 of the Florida Statutes (the Florida Business Corporation Act). **Citrus Irrigation Services, Inc.** shall be the surviving Corporation, and shall be governed by the laws of the State of Florida.

## ARTICLE III

### THE EFFECT OF THE MERGER

From and after the filing of the Articles of Merger in accordance with Article VII hereof, the Constituent Corporations shall be a single corporation, which shall be **Citrus Irrigation Services, Inc.** From and after such filing, the separate existence of **Microjet Services, Inc.**, shall cease, while the corporate existence of **Citrus Irrigation Services, Inc.**, shall continue unaffected and unimpaired. **Citrus Irrigation Services, Inc.** shall have all the rights, privileges, immunities, and powers, and shall be subject to all the duties and liabilities, of a corporation organized under the Florida Business Corporation Act. **Citrus Irrigation Services, Inc.** shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of each of the Constituent Corporations. All property, real, personal and mixed, and all debts on whatever account, all other choses in action, and all and every other interest of or belonging to or due to each of the Constituent Corporations, shall be taken and deemed to be transferred to and vested in **Citrus Irrigation Services, Inc.** without further act or deed. The title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of such merger. **Citrus Irrigation Services, Inc.** shall henceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such merger had not taken place, or **Citrus Irrigation Services, Inc.** may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such merger.

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**ARTICLE IV**  
**SUPPLEMENTARY ACTION**

If at any time after the Effective Date any further assignments or assurances in law or any other things are necessary or desirable to vest or to perfect, confirm or record in Citrus Irrigation Services, Inc. the title to any property or rights of either of the Constituent Corporations, or otherwise to carry out the provisions of this Agreement and Plan of Merger, the proper officers and directors of the respective Constituent Corporations as of the Effective Date shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest or to perfect or confirm title to such property or rights in Citrus Irrigation Services, Inc. and otherwise to carry out the purposes and provisions of this Agreement and Plan of Merger.

**ARTICLE V**  
**CERTIFICATE OF INCORPORATION AND BY-LAWS; OFFICERS AND DIRECTORS**

(a) The Certificate of Incorporation and By-Laws of Citrus Irrigation Services, Inc., as heretofore amended and in effect on the Effective Date, shall remain the Certificate of Incorporation and By-Laws of Citrus Irrigation Services, Inc., until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

(b) The person who shall serve as the director of Citrus Irrigation Services, Inc. shall be:

Chet O. Brown

The person who shall serve as the officers of Citrus Irrigation Services, Inc. and the offices in which he shall serve, shall be:

President:	Chet O. Brown
Vice President:	Chet O. Brown
Secretary:	Chet O. Brown
Treasurer:	Chet O. Brown

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## ARTICLE VI

### TREATMENT OF SHARES OF CONSTITUENT CORPORATIONS

(a) Each share of the common stock of Citrus Irrigation Services, Inc., outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII, shall continue in existence as a share of the merged corporations and there shall be no distribution of cash or securities with respect thereto.

(b) Each share of the common stock of Microjet Services, Inc., outstanding immediately prior to the filing of the Articles of Merger in accordance with Article VII shall, by virtue of the merger and without any action on the part of the holder thereof, cease to exist and be cancelled, and the common stock of Microjet Services, Inc., cash, securities or other property to be issued in respect thereof shall be as follows:

Citrus Irrigation Services, Inc. shall issue to Chet O. Brown, in exchange for his 250 shares of common stock of Microjet Services, Inc., 250 shares of the authorized common stock of Citrus Irrigation Services, Inc..

## ARTICLE VII

### APPROVAL BY SHAREHOLDERS

This Plan of Merger shall be submitted to the respective shareholders of the Constituent Corporations for approval as provided by the Florida Business Corporation Act on the 23rd day of August, 2005. If duly adopted by the requisite vote of such shareholders, Articles of Merger meeting the requirements of the Florida Business Corporation Act shall be filed immediately in the appropriate office in Florida.

## ARTICLE VIII

### EFFECTIVE DATE

The merger of Microjet Services, Inc., into Citrus Irrigation Services, Inc., shall become effective the 23rd day of August, 2005 in accordance with the Florida Business Corporation Act. The date on which such merger shall become effective is herein called the "Effective Date".

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Audit # R05000204523 3**ARTICLE IX****COVENANTS OF MICROJET SERVICES, INC.**

Microjet Services, Inc. covenants and agrees that: (a) it will not further amend its certificate of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

**ARTICLE X****TERMINATION**

Anything to the contrary herein or elsewhere notwithstanding, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of the Articles of Merger.

**ARTICLE XI****COUNTERPARTS**

This Agreement and Plan of Merger may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

**MICROJET SERVICES, INC., a Florida  
corporation**

By: 

Chet O. Brown, President

**CITRUS IRRIGATION SERVICES, INC., a  
Florida corporation**

By: 

Chet O. Brown, President

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