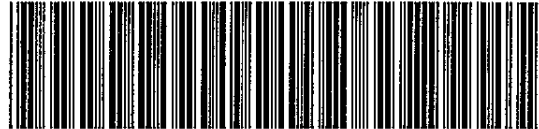


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(Requestor's Name)



(Address)

700025906137

BRASHEAR & ASSOC. P.L.

*Counselors At Law*

926 N.W. 13th Street  
Gainesville, FL 32601-4140  
voice: 352/336-0800  
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(Business Entity Name)

(Document Number)

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J. BRYAN JAN 15 2004



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

January 9, 2004

BRASHEAR & ASSOC. P.L. COUNSELORS AT LAW  
926 N.W. 13TH STREET  
GAINESVILLE, FL 32601

SUBJECT: ECOARRAY, LLC  
Ref. Number: L02000000014

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We have received your document for ECOARRAY, LLC and your check(s) totaling \$68.75. However, the document has not been filed and is being retained in this office for the following:

At this time we show no Corporation by the name Ecoarray, Inc.. Please let me know when Ecoarray, Inc. is incorporated so we can file merger documents.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan  
Document Specialist

Letter Number: 804A00001543

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TALLAHASSEE, FLORIDA

## ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

**FIRST:** The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. ECOARRAY, LLC 12085 Research Drive Alachua FL 32615	Florida	limited liability company

Florida Document/Registration Number: L02000000014 FEI Number: 52-2373295

2. ECOARRAY, INC. 12085 Research Drive Alachua FL 32615	Florida	corporation
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Florida Document/Registration Number: PD4000007825 FEI Number:

3.		

Florida Document/Registration Number: FEI Number:

4.		

Florida Document/Registration Number: FEI Number:

(Attach additional sheet(s) if necessary)

**SECOND:** The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
ECOARRAY, INC.	Florida	corporation
12085 Research Drive		
Alachua FL 32615		

Florida Document/Registration Number: #P04000007825 FEI Number: \_\_\_\_\_

**THIRD:** The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

**FOURTH:** If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

**FIFTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

**SIXTH:** If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

**SEVENTH:** If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

**EIGHTH:** The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.



**MERGER AGREEMENT**

**22<sup>nd</sup> day of December, 2003**

**by and between**

**ECOARRAY, LLC**

**a Florida limited liability company (referred to as the "Company")**

**and**

**ECOARRAY, INC.**

**a Florida corporation (referred to as the "Surviving Corporation")**

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The Company shall merge into the Surviving Corporation pursuant to this Agreement of Merger where the separate existence of the limited liability company shall cease, and Company's members shall receive common shares of stock in the Surviving Corporation as set forth herein.

In order to consummate the above plan of reorganization and in consideration of the mutual benefits to be derived and the mutual agreements contained herein, the Surviving Corporation and the Company approve and adopt this agreement and plan of reorganization and mutually covenant and agree as follows:

***1. Merger of the Company into the Surviving Corporation***

***1.1 Detailed Description of Merger Procedures***

(a) Plan of Merger. At the Effective Date, in accordance with this Agreement and the Florida Corporations Act (the "Corporations Act") and the Florida Limited Liability Company Act (the "LLC Act"), the Company shall be merged with and into the Surviving Corporation, the separate existence of the Company shall cease and the Surviving Corporation shall continue as the surviving corporation (the "Surviving Corporation") under the name "EcoArray, Inc."

(b) Effect of the Merger. When the Merger has been effected, and in accordance with and with the effect set forth in the Corporations Act and the LLC Act, the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of a public as well as of a private nature, of the Surviving Corporation and the Company (the "Constituent Entities").

(c) Consummation of the Merger. As soon as is practicable after the satisfaction or waiver of the conditions to the consummation of the Merger set forth herein, the parties hereto will cause the Merger to be consummated by filing of an agreement of merger and officers' certificates with the Florida Secretary of State as required by the relevant provisions of the Corporations Act and by the relevant provisions of the LLC Act (the time of last such filing being herein referred to as the "Effective Date").

(d) Directors and Officers. On the Effective Date the Managers of the Company immediately prior to the consummation of the Merger shall resign and the directors of the Surviving Corporation on the Effective Date shall be the shareholders and board of directors of the Surviving Corporation immediately prior to the consummation of the Merger.

(e) Conversion of Securities.

(1) At the Effective Date, by virtue of the Merger and without any action on the part of the Surviving Corporation, the Company or the holder of any of the following securities:

(A) Each member of the Company whose interest is outstanding immediately prior to the Effective Date shall be canceled and extinguished and be converted into 1,000 common shares of the Surviving Corporation.

(B) Each common share of stock in the Surviving Corporation issued and outstanding immediately prior to the Effective Date shall, by virtue of the Merger and without any action on the part of the holders thereof, remain outstanding following consummation of the Merger.

(C) Holders of Dissenting Company Interests shall not be entitled to vote or exercise any other rights except the right to receive payment for their interests and such other rights as are specifically given to such holders pursuant to the LLC Act.

(f) Company Stock Options. The Surviving Corporation shall assume any of the Company's obligations with respect to any outstanding Options.

(g) Exchange of Certificates for Merger Consideration.

(1) From and after the Effective Date, December 31, 2003, Brashear & Assoc., P.L. is hereby designated by the Company and the Surviving Corporation to act as exchange agent (the "Exchange Agent") in effecting the exchange of the Merger Consideration for members' interests in the Company prior to the Effective Date. On or before the Effective Date, the Surviving Company shall deposit with the Exchange Agent the Merger Consideration in trust for the benefit of the holders of membership interests in the Company. Upon the surrender of each such membership interest in the Company and the issuance and delivery by the Exchange Agent of the Merger Consideration in exchange therefor, such membership interest in the Company shall forthwith be canceled. Until so surrendered and exchanged, each such membership interest in the Company shall represent solely the right to receive the Merger Consideration multiplied by the number of Common Shares represented by such membership interest in the Company.

(2) Promptly after the Effective Date, the Exchange Agent shall mail to each record holder of membership interest in the Company which immediately prior to the Effective Date represented Common Shares entitled to receive the Merger Consideration a form of letter of transmittal and instructions for use in surrendering such membership interest in the Company and receiving the Merger Consideration therefor.

(3) After the Effective Date, there shall be no transfers on the transfer books of the Surviving Corporation of any membership units. If, after the Effective Date, certificates for membership units are presented to the Surviving Corporation or the Exchange Agent, they shall be canceled and exchanged for the Merger Consideration, as provided in this Article I.

(h) Further Assurances. The Company agrees that if, at any time after the Effective Date, the Surviving Corporation shall consider or be advised that any further deeds, assignments, or assurances are necessary or desirable to vest, perfect, or confirm in the Surviving Corporation title to any property or rights of the Company, the Company and its members and managers may execute and deliver all such proper deeds, assignments, and assurances and do all other things necessary or desirable to vest, perfect, or confirm title to such property or rights in the Surviving Corporation and otherwise to carry out the purpose of this Agreement, in the name of

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the Company or otherwise.

## 1.2 Shares To Be Issued

On the effective date of the merger, 3,000 shares of the Surviving Corporation's common stock, shall be delivered to the shareholders in proportion to their holdings in the Company as defined in Section 1.1(e) above.

## 2. Representations and Warranties of the Company

The Company represents and warrants as follows:

### 2.1 Organization and Authority

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as now being conducted, and is duly qualified and in good standing in every jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes qualification necessary.

(b) The outstanding membership interests of the Company and any subsidiaries are legally and validly issued, fully paid and nonassessable.

(c) The Company does not own 10 percent or more of the outstanding stock of any corporation except those that it owns all of the outstanding stock.

(d) The execution and delivery of this agreement and the consummation of the transaction contemplated have been duly and validly authorized by the Board of Managers of the Company, subject to approval by the members of the Company. Upon such approval by the members of the Company in accordance with the LLC Act and the Company's articles of organization, as amended, this agreement and the agreement of merger will have been duly and validly authorized by all necessary corporate action on the part of the Company and, assuming due authorization, execution, and delivery by the other parties hereto and thereto, this agreement and the agreement of merger will constitute legal, valid, and binding agreements of the Company, enforceable against the Company in accordance with their respective terms (subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, and similar laws affecting creditors, rights generally from time to time in effect and to equitable principles limiting the availability of the remedy of specific performance).

(e) The execution and delivery of this agreement does not, and, subject to the approval and adoption by the members of the Company contemplated, the consummation of the transaction contemplated will not violate any provision of the Company's certificate of organization or operating agreement, or any provisions of, or result in the acceleration of any obligation under, any mortgage, lien, lease, agreement, instrument, court order, arbitration award, judgment or decree to which the Company or any of its subsidiaries is a party or by which it or any of them is bound and will not violate any other restriction of any kind or character to which it or any of them is subject.

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### **3. Representations and Warranties of the Surviving Corporation**

The Surviving Corporation represents and warrants as follows:

#### **3.1 Organization and Good Standing**

The Surviving Corporation is a corporation duly organized, validly existing and in good standing under the laws of the state of Florida.

#### **3.2 Performance of This Agreement**

The execution and delivery of this agreement and the consummation of the transaction contemplated have been duly and validly authorized by all necessary corporate actions on the part of the Surviving Corporation. This agreement and the agreement of merger constitute (assuming due authorization, execution, and delivery by the other parties hereto and thereto) legal, valid, and binding agreements of the Surviving Corporation, enforceable against the Surviving Corporation in accordance with their respective terms (subject, as to enforcement of remedies, to applicable bankruptcy, insolvency, moratorium, and similar laws affecting creditors, rights generally from time to time in effect and to equitable principles limiting the availability of the remedy of specific performance).

#### **3.3 Legality of Shares To Be Issued**

The shares of the Surviving Corporation's common stock to be delivered pursuant to this agreement, when delivered, will have been duly and validly authorized and issued by the Surviving Corporation and will be fully paid and nonassessable.

### **4. Covenants of the Company**

#### **4.1 Actions Prior to Closing**

From and after the date of this agreement and until the closing date:

(a) The Surviving Corporation and its authorized representatives shall have full access during normal business hours to all properties, books, records, contracts and documents of the Company and its subsidiaries, and the Company and its subsidiaries shall furnish or cause to be furnished to the Surviving Corporation and its authorized representatives all information with respect to its affairs and business of the Company and its subsidiaries as the Surviving Corporation may reasonably request.

(b) Except with the prior written consent of the Surviving Corporation, the Company and its subsidiaries shall carry on their business diligently and substantially in the same manner as before.

### **5. Conditions Precedent to the Surviving Corporation's Obligations**

Each and every obligation of the Surviving Corporation to be performed on the closing date shall be subject to the prior satisfaction of the following conditions:

#### **5.1 Truth of Representations and Warranties**

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The representations and warranties made by the Surviving Corporation and shareholders in this agreement or given on its behalf, shall be substantially accurate in all material respects on and as of the closing date with the same effect as though the representations and warranties had been made or given on and as of the closing date.

#### 5.2 Compliance with Covenants

The Surviving Corporation shall have performed and complied with all its obligations under this agreement which are to be performed or complied with by it prior to or on the closing date.

#### 5.3 Absence of Suit

No suit or proceeding shall be threatened or pending in which it will be or it is sought, by anyone, to restrain, prohibit, challenge or obtain damages or other relief in connection with this agreement or the consummation of the transactions contemplated, or in connection with any material claim against the Company or any of its subsidiaries not disclosed or in the exhibits.

#### 5.4 Time Limit on Closing

Closing shall have taken place by December 31, 2003.

#### 5.5 The Surviving Corporation's Shareholder Authorization

The merger of the Company into the Surviving Corporation in the manner contemplated in this agreement shall have been duly and validly authorized by the holders of the Surviving Corporation's common stock in accordance with the laws of the State of Florida.

### 6. *Conditions Precedent to the Company's Obligations*

Each and every obligation of the Company to be performed on the closing date shall be subject to the prior satisfaction of the following conditions:

#### 6.1 Truth of Representations and Warranties

The Company's representations and warranties contained in this agreement shall be true at and as of the closing date as though the representations and warranties were made at and as of the transfer date.

#### 6.2 The Company's Compliance with Covenants

The Company shall have performed and complied with its obligations under this agreement which are to be performed or complied with by it prior to or on the closing date.

#### 6.3 Time Limit on Closing

Closing shall have taken place by December 31, 2003.

#### 6.4 The Company's Member Authorization

The merger of the Company into the Surviving Corporation in the manner contemplated by this agreement shall have been duly and validly authorized by the holders of the Company's membership interests in accordance with the laws of the State of Florida.

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**7. *Limitation on Survival and Effect of Certain Warranties, Representations and Covenants***

All statements contained in any certificate, instrument or document delivered by or on behalf of any of the parties pursuant to this agreement and the transactions contemplated shall be deemed representations and warranties by the respective parties.

**7.1 The Surviving Corporation's Obligations**

The representations, warranties and covenants of the Surviving Corporation contained in this agreement shall survive the closing date.

**8. *Closing***

The closing of this transaction ("closing") shall take place at the offices of Brashear & Assoc. P.L. on December \_\_\_\_, 2003, at \_\_\_\_ A/PM, or at any other time and place as the parties shall agree upon. This date is referred to in this agreement as the "closing date."

**9. *Law Governing***

This agreement may not be modified or terminated orally, and shall be construed and interpreted according to the laws of the State of Florida.

**10. *Assignment***

This agreement shall not be assigned by any party without the written consent of the others.

**11. *Amendment and Modification***

The Surviving Corporation and the Company may amend, modify and supplement this agreement in any manner as may be agreed upon by them in writing.

**12. *Termination and Abandonment***

This agreement may be terminated and the transaction provided for by this agreement may be abandoned without liability on the part of any party to any other, at any time before the closing date:

- (a) By mutual consent of the Surviving Corporation and the Company;
- (b) By the Surviving Corporation, if any of the conditions provided for in paragraph 5 of this agreement have not been met and have not been waived in writing by the Surviving Corporation;
- (c) By the Company, if any of the conditions provided for in paragraph 6 of this agreement have not been met and have not been waived in writing by the Company.

In the event of termination and abandonment by any party as provided above in this paragraph

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12, written notice shall be given to the other party, and each party shall pay its own expenses incident to preparation for the consummation of this agreement and the transactions contemplated.

### ***13. Notices***

All notices, requests, demands and other communications shall be deemed to have been duly given, if delivered by hand or mailed, certified or registered mail with postage prepaid:

(a) If to the Company to John B. Rogers at 12085 Research Drive, Alachua, FL 32615, or to such other person and place as the Company shall have specified to the Surviving Corporation in writing; or

(b) If to the Surviving Corporation, to John B. Rogers at 12085 Research Drive, Alachua, FL 32615, or to such other person and place as the Surviving Corporation shall have specified to the Company in writing.

### ***14. Entire Agreement***

This instrument embodies the entire agreement between the parties with respect to the transactions contemplated, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for.

### ***15. Counterparts***

This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

### ***16. Headings***

The headings in the paragraphs of this agreement are inserted for convenience only and shall not constitute a part of the agreement.

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IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed all as of the day and year first written above.

ECOARRAY, INC.

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

President

(Corporate Seal)

Attest: \_\_\_\_\_

Secretary

ECOARRAY, LLC

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

President

(Seal)

Attest: \_\_\_\_\_

Secretary

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JOINT WRITTEN ACTION  
OF  
THE BOARD OF MANAGERS AND MEMBERS  
OF  
ECOARRAY, LLC

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The following actions were taken by the Board of Managers and Members of EcoArray, LLC (the "Company") pursuant to Florida Statutes, without holding a meeting thereon, each of the undersigned waiving notice of a meeting regarding such action.

**RESOLVED**, that the Company merge into a new corporation to be known as EcoArray, Inc., a Florida corporation, pursuant to the Merger Agreement attached hereto and made a part hereof (the "Merger").

**FURTHER RESOLVED**, that each Member of the Company shall receive 1,000 common shares of EcoArray, Inc., such that immediately following the Merger, the following individuals will be the sole shareholders of EcoArray, Inc.

Name	Common Shares Held
John Rogers	1,000
Patrick M. Larkin	1,000
Nancy D. Denslow	1,000


**FURTHER RESOLVED**, that the Board of Managers of the Company are hereby authorized and directed to execute all documents and do all actions necessary to effectuate the foregoing resolutions, and that all actions previously taken which are consistent herewith are hereby ratified and confirmed.

**WAIVER AND CONSENT**

The undersigned being all of the Board of Managers and Members of EcoArray, LLC, a limited liability company organized and existing under the laws of the State of Florida, do hereby waive all notice provided by the laws of the State of Florida, or by the Articles of Organization or the Operating Agreement of this limited liability company, of the time, place and purpose of a special meeting of the Board of Managers and Members of said limited liability company for the purpose of adopting the above resolutions.

Effective: December 22, 2003

  
JOHN B. ROGERS

  
PATRICK M. LARKIN

  
NANCY D. DENSLOW