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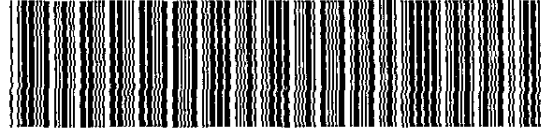
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EFFECTIVE DATE

01-01-06

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2005 DEC 30 AM 9:45

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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05 DEC 30 AM 8:35

REGISTRATION
DIVISION
TALLAHASSEE, FLORIDA

Merger

C. Ouellette DEC 30 2005

Requester's Name STUART E. GOLDBERG ATTORNEY AT LAW	
P. O. Box #2458 TALLAHASSEE, FL 32317-2458	
City/State/Zip	Phone # 222.4000

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. All-Pro Maintenance of Tallahassee, Inc.
(Corporation Name) (Document #) #S21805
2. Team Management of Tallahassee, Inc.
(Corporation Name) (Document #) #P01000172999
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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| <input type="checkbox"/> Mail out | <input type="checkbox"/> Will wait | <input type="checkbox"/> Certificate of Status |

NEW FILINGS

- ☐ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☒ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

\$35 per party

FILED
2005 DEC 30 AM 9:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
ALL-PRO MAINTENANCE OF TALLAHASSEE, INC., a Florida corporation
into**

TEAM MANAGEMENT OF TALLAHASSEE, INC., a Florida corporation

Articles of Merger between **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.**, a Florida corporation and **TEAM MANAGEMENT OF TALLAHASSEE, INC.**, a Florida corporation.

Pursuant to § 607.1105 of the Florida Business Corporation Act (the "Act"), **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.**, a Florida corporation, and **TEAM MANAGEMENT OF TALLAHASSEE, INC.**, a Florida corporation, adopt the following Articles of Merger for the purpose of merging **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.**, a Florida corporation, into **TEAM MANAGEMENT OF TALLAHASSEE, INC.**, a Florida corporation. **TEAM MANAGEMENT OF TALLAHASSEE, INC.** is the corporation that will survive the merger.

EFFECTIVE DATE

01-01-06

1. The Plan of Merger is attached as Exhibit "A" and incorporated by reference as if fully set forth herein.

2. Under § 607.1105(1)(b) of the Act, the date and time of the effectiveness of the merger shall be on 12:01 a.m., January 1, 2006.

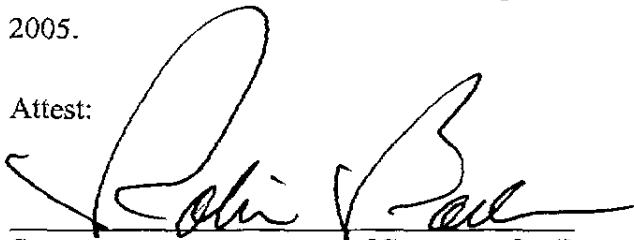
3. The Plan of Reorganization and the Plan of Merger dated December 30, 2005, between **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.**, a Florida corporation, and **TEAM MANAGEMENT OF TALLAHASSEE, INC.**, a Florida corporation, was approved and adopted by the Board of Directors and Shareholders of **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.**, on December 30, 2005, and was adopted by the Board of Directors and Shareholders of **TEAM MANAGEMENT OF TALLAHASSEE, INC.**, on December 30, 2005.

4. Under the Plan of Merger, all issued and outstanding shares and authorized but unissued shares of **TEAM ONE OF TALLAHASSEE, INC.** stock, which is the parent to **TEAM MANAGEMENT OF TALLAHASSEE, INC.**, will be acquired by the Shareholders of **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.** by means of a merger of **ALL-PRO MAINTENANCE OF TALLAHASSEE, INC.**, a Florida corporation, into

TEAM MANAGEMENT OF TALLAHASSEE, INC., a Florida corporation. **TEAM MANAGEMENT OF TALLAHASSEE, INC.** is a Qualified Subchapter S Subsidiary of **TEAM ONE OF TALLAHASSEE, INC.** **TEAM MANAGEMENT OF TALLAHASSEE, INC.,** a Florida corporation, will be the surviving corporation of the merger.

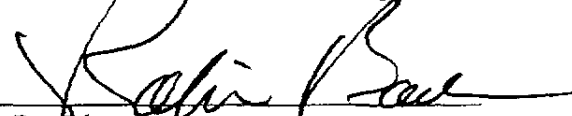
IN WITNESS WHEREOF, the parties have set their hands on this 30th day of December, 2005.

Attest:



Secretary [Corporate Seal]

ALL-PRO MAINTENANCE OF TALLAHASSEE, INC., a Florida corporation

By:


President

Attest:


Secretary [Corporate Seal]

TEAM MANAGEMENT OF TALLAHASSEE, INC., a Florida corporation

By:



President

EXHIBIT "A"

PLAN OF MERGER

COPY

THIS PLAN OF MERGER is dated this 30th day of December, 2005, by and among ALL-PRO MAINTENANCE OF TALLAHASSEE, INC., a Florida corporation ("Target" or "Disappearing Corp."), TEAM ONE OF TALLAHASSEE, INC., a Florida corporation ("Parent"), and TEAM MANAGEMENT OF TALLAHASSEE, INC., a Florida corporation ("Surviving Corp."). Surviving Corp. is a Qualified Subchapter S Subsidiary of Parent. (Surviving Corp. and Parent will collectively be referred to herein as the "combining transferee unit"). This Merger is being effected under this Plan of Merger ("Plan of Merger") in accordance with § 607.1101 et. seq. of the Florida Business Corporation Act (the "Act").

RECITALS

A. Prior to the execution of this Plan of Merger, Target and the Surviving Corp. have entered into an Agreement and Plan of Reorganization effective as of December 30, 2005 (the "Plan of Reorganization") providing for certain representations, warranties and agreements in connection with the transaction contemplated herein.

B. The Boards of Directors and Shareholders of Target and Surviving Corp. have approved the merger of Target into the Surviving Corp. under Florida law, and the Combining transferee unit under the authority of the Department of Treasury (the "Merger") upon the terms and subject to the conditions set forth herein and in the Plan of Reorganization.

C. For federal income tax purposes, it is intended that this Merger shall qualify as a statutory merger within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and Temp. Treas. Reg. §1.368-2T.

1. The Merger. Target is planning to merge all of its assets and liabilities into Surviving Corp. pursuant to the Plan of Reorganization. The separate existence of Target will cease once the merger is consummated. Surviving Corp. is the surviving corporation. Surviving Corp. is a Qualified Subchapter S Subsidiary of Parent.

2. Terms and Conditions of Merger. The details of the terms and conditions of the proposed merger are contained in the Plan of Reorganization.

3. Effective Date. The effective date of the merger is January 1, 2006.

4. Effect of Merger. On the Effective Date, the separate existence of Target or Disappearing Corp. shall cease, and the Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in § 607.1106 of the Act.

5. Articles of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of the Surviving Corp. as in effect immediately before the Effective Date of the Merger (the "Effective Date"), shall, without any changes, be the Articles of Incorporation and Bylaws of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

6. Conversion of Shares.

6.1. Conversion of Target Shares in the Merger. Pursuant to the Plan of Reorganization, and at the effective date, by virtue of the Merger and without any action on the part of any holder of any capital stock of Target, all shares of Common Stock, par value \$1.00 per share, of Target shall be cancelled and cease to exist from and after the Effective Date.

6.2. Distribution of Parent Stock to Shareholders of Target. On the Effective Date, and once the shares of Target cease to exist, all of the issued and outstanding shares and authorized but unissued shares of common stock of Parent shall be distributed to the shareholders of Target in

accordance with the Plan of Reorganization. Each share of stock of Surviving Corp. that is issued and outstanding on the Effective Date shall continue as outstanding shares of Surviving Corp.

6.3. Satisfaction of Rights and Disappearing Corp. Shareholders. All shares of Parent's stock into which shares of Disappearing Corp.'s stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

6.4. Fractional Shares. Fractional shares of Parent's stock will not be issued.

7. Supplemental Action. If at any time after the Effective Date, the Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Disappearing Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving Corp., or to otherwise carry out the provisions of this Plan.

8. Filing with the Florida Secretary of State and Effective Date. By the Closing, as provided in the Plan of Reorganization of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to the Plan of Reorganization and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State.

9. Amendment and Waiver. Any of the terms and conditions of this Plan may be waived at any time by the one of the Corporations which is, or the shareholders of which are, entitled to the

benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with § 607.1103 of the Act.

10. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of all Corporations, notwithstanding favorable action by the shareholders of all Corporations.

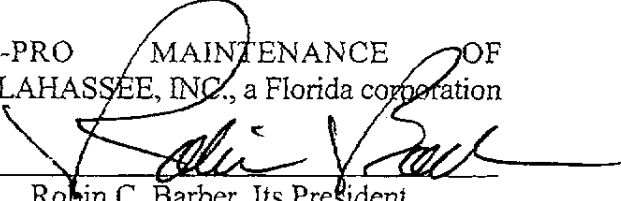
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Attest:


Secretary [Corporate Seal]

ALL-PRO MAINTENANCE OF
TALLAHASSEE, INC., a Florida corporation

By:



Robin C. Barber, Its President

Attest:


Secretary [Corporate Seal]

TEAM ONE OF TALLAHASSEE, INC., a
Florida corporation

By:


Robin C. Barber, Its President

Attest:


Secretary [Corporate Seal]

TEAM MANAGEMENT OF
TALLAHASSEE, INC., a Florida corporation

By:


Robin C. Barber, Its President