

P05000165676

(Requestor's Name)

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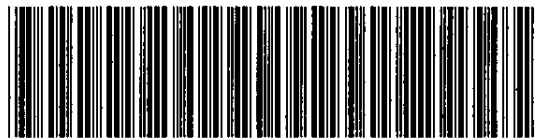
(Business Entity Name)

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December 26, 2008

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, Florida 32314

Re: Articles of Merger of:

Apex Environmental Engineering & Compliance, Inc.
Document Number P97000010647

with and into

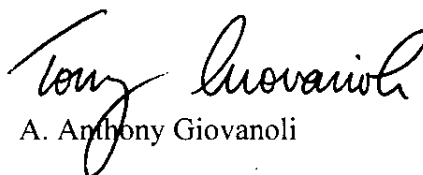
3E Consultants, Inc.
Document Number P05000165676

To whom it may concern:

Enclosed please find one executed original and 3 copies of the Articles of Merger for the above-named entities ("Articles of Merger"), along with a check in the amount of \$96.25 made payable to the Florida Department of State. Please file the original Articles of Merger and return three certified copies to me using the enclosed self-addressed, stamped envelope.

Please do not hesitate to contact me if you have any questions. Thank you for your attention to this matter.

Sincerely,


A. Anthony Giovanoli

AAG/dms

Enclosures

copy: 3E Consultants, Inc. (w/out encls.)

ARTICLES OF MERGER

OF

**APEX ENVIRONMENTAL ENGINEERING
& COMPLIANCE, INC., a Florida corporation,**

WITH AND INTO

3E CONSULTANTS, INC., a Florida corporation

FILED
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DIVISION OF CORPORATIONS
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Pursuant to the Florida Business Corporation Act, the undersigned corporations, **3E CONSULTANTS, INC.**, a Florida corporation ("3E"), and **APEX ENVIRONMENTAL ENGINEERING & COMPLIANCE, INC.**, a Florida corporation ("APEX"), adopt the following Articles of Merger for the purpose of merging APEX into 3E. In connection therewith, the undersigned **DO HEREBY CERTIFY** as follows:

FIRST: That the names and states of incorporation of each of the constituent corporations are:

<u>Name</u>	<u>State of Incorporation</u>
APEX ENVIRONMENTAL ENGINEERING & COMPLIANCE, INC.	Florida
3E CONSULTANTS, INC.	Florida

SECOND: That the merger of APEX with and into 3E (the "Merger") is permitted by the laws of the state under which each constituent corporation is incorporated.

THIRD: That a Plan and Agreement of Merger (a copy of which is attached hereto and made a part hereof) has been duly adopted and unanimously approved by the shareholders of APEX as of December 24, 2008.

FOURTH: That the Plan and Agreement of Merger attached hereto, while not required to be submitted to the shareholders of 3E pursuant to Section 607.1103(7), *Florida*

Statutes, was unanimously approved by the shareholders and directors of 3E as of December 24, 2008.

FIFTH: That 3E is the surviving corporation.

SIXTH: That the Merger shall be effective as of the start of business on January 1, 2009.

IN WITNESS WHEREOF, the Boards of Directors of APEX and 3E have each caused these Articles of Merger to be executed by an authorized officer this 24 day of DECEMBER, 2008.

APEX ENVIRONMENTAL ENGINEERING &
COMPLIANCE, INC., a Florida corporation

By: _____

Dennis Theoret

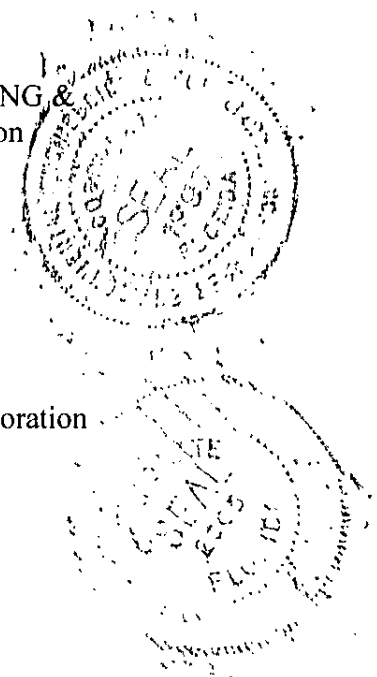
Its: President

3E CONSULTANTS, INC., a Florida corporation

By: _____

Maurice L. Pearson

Its: President



PLAN AND AGREEMENT OF MERGER BETWEEN

**APEX ENVIRONMENTAL ENGINEERING
& COMPLIANCE, INC., a Florida corporation,**

AND

3E CONSULTANTS, INC., a Florida corporation

THIS PLAN AND AGREEMENT OF MERGER, is entered into as of the 24th day of December, 2008, by and among, **APEX ENVIRONMENTAL ENGINEERING & COMPLIANCE, INC.**, a Florida corporation ("Apex"), and **3E CONSULTANTS, INC.**, a Florida corporation ("3E"), providing that Apex shall merge with and into 3E, pursuant to the terms and conditions contained herein and in accordance with the Florida Business Corporation Act (the "Merger").

WHEREAS, Apex is a Florida corporation with its principal place of business at 6824 Hanging Moss Road, Orlando, Florida 32807;

WHEREAS, 3E, is a Florida corporation with its principal place of business also at 6824 Hanging Moss Road, Orlando, Florida 32807;

WHEREAS, the aggregate number of shares of capital stock that Apex is authorized to issue is 10,000 shares at \$1.00 par value (the "Apex Stock"), of which 490 shares are outstanding;

WHEREAS, the aggregate number of shares of capital stock that 3E is authorized to issue is 1000 shares at NO par value (the "3E Stock"), of which 1000 shares are outstanding;

WHEREAS, all of the outstanding shares of the Apex Stock are owned by two individuals who also own some shares of 3E Stock;

WHEREAS, the Florida Business Corporation Act permits the merger of one or more Florida corporations with and into another corporation of the State of Florida; and

WHEREAS, it is desirable for the benefit of all parties and their shareholders that the properties, businesses, assets, and liabilities of all parties be combined into one Surviving Corporation, which shall be 3E and which shall continue to exist under its present name pursuant to the Florida Business Corporation Act.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Florida, do hereby agree to and adopt the following:

ARTICLE I

1.1 Names of Constituent Corporations.

Name of Disappearing Corporation	APEX ENVIRONMENTAL ENGINEERING & COMPLIANCE, INC., Florida corporation
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Name of Surviving Corporation	3E CONSULTANTS, INC., a Florida corporation
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1.2 **The Merger; Effect of Merger.** At the Effective Time (as defined in Section 1.3 below), Apex shall be merged with and into 3E, the separate existence of Apex shall cease, and 3E, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Florida.

1.3 **Effective Time.** The Effective Time of the Merger shall be as of the start of business on January 1, 2009.

1.4 **Rights and Obligations of the Surviving Corporation.** At the Effective Time, in accordance with the applicable laws of the Florida Business Corporation Act, the Surviving Corporation shall possess, insofar as permitted by such laws, all rights, privileges and powers of Apex; and all property and assets of Apex shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of Apex.

1.5 **Service of Process.** The Surviving Corporation agrees that it may be served with process in the State of Florida in any proceeding for enforcement of any obligation of Apex, as well as enforcement of any obligation of the Surviving Corporation arising from the Merger.

ARTICLE II

2.1 **Surviving Corporation Stock.** At the Effective Time, each share of 3E Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock, No par value, of the Surviving Corporation. Except for the conversion of shares described in Section 2.2 below, no shares of 3E Stock shall be issued to any person in connection with the Merger.

2.2 **Conversion of Apex Stock.** Since all of the owners of Apex Stock are already shareholders of 3E, at the Effective Time, all of the issued and outstanding shares of Apex Stock shall be converted into an aggregate cash amount equal to \$1,000,000 as reflected in the Loan Agreement And Promissory Note of even date herewith between 3E and Christopher D. Parent, and the Loan Agreement And Promissory Note of even date herewith between 3E and Dennis R. Theoret.

2.3 **Surrender of Stock Certificates.** At the Effective Time, no actual surrender of certificates representing shares of Apex Stock is required; instead, from and after the Effective

Time all such certificates shall be deemed for all purposes surrendered and canceled.

2.4 Closing of Stock Transfer Books. From and after the Effective Time, the stock transfer books of Apex shall be closed and no transfer of shares of Apex Stock shall thereafter be made.

ARTICLE III

3.1 Articles of Incorporation. The Articles of Incorporation of 3E in effect immediately prior to the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, until such Articles shall be amended as provided by law.

3.2 Bylaws. The Bylaws of 3E in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed.

3.3 Board of Directors. The membership of the Board of Directors of 3E in effect immediately prior to the Effective Time shall be and remain the membership of the Board of Directors of the Surviving Corporation, until such time as successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Bylaws of the Surviving Corporation.

ARTICLE IV

4.1 Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend this Plan and Agreement of Merger prior to the filing of the Articles of Merger with the Florida Department of State; provided, however, that an amendment made subsequent to the adoption of this Plan and Agreement of Merger by the shareholders of each party shall be subject to the limitations specified in the Florida Business Corporation Act.

4.2 Termination. This Plan and Agreement of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of the Articles of Merger with the Florida Department of State, whether before or after adoption of this Plan and Agreement of Merger by the shareholders of each party, if the Board of Directors of any party hereto determines that the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

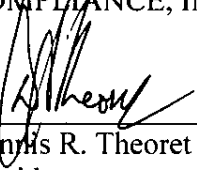
4.3 Condition to Merger. The obligations of Apex to effect the Merger shall be subject to the Board of Directors of Apex submitting the terms of this Plan and Agreement of Merger to its shareholders for requisite approval, and obtaining such approval at or prior to the Effective Time. The obligations of 3E to effect the Merger shall be subject to the Board of Directors of 3E adopting and approving the terms of this Plan and Agreement of Merger. Action by the shareholders of 3E on this Plan and Agreement of Merger is not required pursuant to Section 607.1103(7) of the Florida Business Corporation Act.

4.4 Filing of Articles of Merger. After obtaining the necessary approval by such shareholders, all required documents shall be executed, filed and recorded and all required action

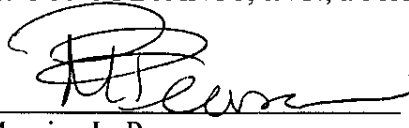
shall be taken in order to consummate the Merger.

IN WITNESS WHEREOF, Apex and 3E have caused this Plan and Agreement of Merger to be executed in their corporate names by their respective officers this 24 day of DECEMBER, 2008.

APEX ENVIRONMENTAL ENGINEERING &
COMPLIANCE, INC., a Florida corporation

By: 
Dennis R. Theoret
Its: President

3E CONSULTANTS, INC., a Florida corporation

By: 
Maurice L. Pearson
Its: President

