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(Requestor's Name)

Robert J. Andringa, Esq.  
4488 Star Street North  
St. Petersburg, FL 33709

(Address)

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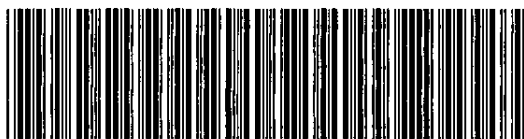
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

T. Roberts DEC 19 2007



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

December 5, 2007

ROBERT J. ANDRINGA, ESQ.  
4488 STAR STREET NORTH  
ST PETERSBURG, FL 33709

SUBJECT: GLOBAL RECYCLABLE MILL DIRECT, INC.  
Ref. Number: P07000043727

We have received your document for GLOBAL RECYCLABLE MILL DIRECT, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger you submitted were prepared in compliance with section 607.1109, Florida Statutes. Articles of Merger between two or more domestic profit corporations are filed pursuant to section 607.1105, Florida Statutes. Enclosed is a form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6892.

Tina Roberts  
Regulatory Specialist II

Letter Number: 607A00068675

RECEIVED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Robert J. Andringa, Esq.

4488 Star Street North  
St. Petersburg, FL 33709  
Telephone: (727) 548-1806  
Fax: (727) 548-1820  
rjandringa@yahoo.com

December 17, 2007

Florida Department of State  
Amendment Section  
Division of Corporations  
PO Box 6327  
Tallahassee, FL 32314

Re: Merger between G.A. Disposals, Inc. and Global Recyclable Mill Direct, Inc.


Dear Sir or Madam:

In reply to the letter I received from your office (Ms. Tina Roberts, Regulatory Specialist II) please find the following documents:

- Letter from your office (Ms Roberts) to me dated December 5, 2007
- Cover Letter
- Articles of Merger (Profit Corporations)
- Plan of Merger of Global Recyclable Mill Direct with and into G.A. Disposal, Inc.

Should your office require additional information, please do not hesitate to contact me at the number shown above. Thank you for your help.

Respectfully,



Robert J. Andringa, Esq.

COVER LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: G. A. Disposal, Inc.  
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Robert J. Andringa, Esq.  
(Contact Person)

G. A. Disposal, Inc.  
(Firm/Company)

4488 Star Street North  
(Address)

St. Petersburg, FL 33709  
(City/State and Zip Code)

For further information concerning this matter, please call:

Robert J. Andringa At ( 727 ) 548-1806  
(Name of Contact Person) (Area Code & Daytime Telephone Number)

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, Florida 32301

☒ **MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

**ARTICLES OF MERGER**  
(Profit Corporations)

FILED  
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

**First:** The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>G. A. Disposal, Inc</u>	<u>Florida Profit Corp.</u>	<u>P060000433067</u>

**Second:** The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Global Recyclable mill</u>		
<u>Direct, Inc.</u>	<u>Florida Profit Corp.</u>	<u>P07000043727</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Third:** The Plan of Merger is attached.

**Fourth:** The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

**OR**     /     /     (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

**Fifth:** Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 11-9-07

The Plan of Merger was adopted by the board of directors of the surviving corporation on \_\_\_\_\_ and shareholder approval was not required.

**Sixth:** Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 11-9-07

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

G. A. Disposal, Inc.

George A. Accomando

George A. Accomando

- President

Global Recyclable

George A. Accomando

George A. Accomando

Mill Direct, Inc.

George A. Accomando

- President

PLAN AND AGREEMENT OF REORGANIZATION  
by merger of  
GLOBAL RECYCLABLE MILL DIRECT, INC.  
with and into  
G.A. DISPOSAL, INC.  
under the name of  
G.A. DISPOSAL, INC.

This is a Plan and Agreement of Merger (Agreement) between Global Recyclable Mill Direct, Inc., a Florida corporation (the Merging Corporation), and G.A. Disposal, Inc., a Florida corporation (the Surviving Corporation).

ARTICLE 1. PLAN OF MERGER

**Plan Adopted**

1.01. A plan of merger of Global Recyclable Mill Direct, Inc., pursuant to Section 607.1105 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a.) Global Recyclable Mill Direct, Inc., shall be merged with and into G.A. Disposal, Inc., to exist and be governed by the laws of the State of Florida.

(b.) The name of the Surviving Corporation shall be G.A. Disposal, Inc.

(c.) When this agreement shall become effective, the separate corporate existence of Global Recyclable Mill Direct, Inc., shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of Global Recyclable Mill Direct, Inc., and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d.) The Surviving Corporation will carry on business with the assets of Global Recyclable Mill Direct, Inc., as well as with the assets of G.A. Disposal, Inc.

(e.) The shareholders of Global Recyclable Mill Direct, Inc. will surrender all of their shares in the manner hereinafter set forth.

(f.) In exchange for the shares of Global Recyclable Mill Direct, Inc. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock. If necessary, Surviving Corporation will amend its Articles of Incorporation to provide for issuance of the shares of common stock to be used in the exchange.

(g.) The shareholders of G. A. Disposal, Inc. will retain their shares as shares of the Surviving Corporation.

(h.) The Articles of Incorporation of G.A. Disposal, Inc., as existing on the effective date of the merger, shall continue in full force as the Articles of Incorporation of the Surviving Corporation until altered, amended, or repealed as provided in the Articles or as provided by law.

### **Effective Date**

1.02 The effective date of the merger (Effective Date) shall be on the date the Articles of Merger are filed with the Florida Department of State.

## **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, Global Recyclable Mill Direct, Inc. represents and warrants to the Surviving Corporation as follows:

(a.) Global Recyclable Mill Direct, Inc. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. Global Recyclable Mill Direct, Inc. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b.) Global Recyclable Mill Direct, Inc. has an authorized capitalization of \$100.00, consisting of 100 shares of common stock, each of \$1.00 par value, of which 50 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c.) All required federal, state, and local tax returns of Global Recyclable Mill Direct, Inc. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. Global Recyclable Mill Direct, Inc. has not been delinquent in the payment of any tax or assessment.

2.02 As a material inducement to Global Recyclable Mill Direct, Inc. to execute this Agreement and perform its obligations under this Agreement, G.A. Disposal, Inc. represents and warrants to Global Recyclable Mill Direct, Inc. as follows:

(a.) G.A. Disposal, Inc. has an authorized capitalization of \$100.00, namely, 100 shares of common stock, each of \$1.00 par value, 50 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

### **Securities Law**

2.03 The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.



ARTICLE 3. COVENANTS, ACTIONS, AND  
OBLIGATIONS, PRIOR TO THE EFFECTIVE DATE

**Interim Conduct of Business; Limitations**

3.01 Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of G.A. Disposal, Inc., pending consummation of the merger, Global Recyclable Mill Direct, Inc. shall not:

- (a.) Declare or pay any dividend or make any other distribution on its shares.
- (b.) Create or issue any indebtedness for borrowed money.
- (c.) Enter into any transaction other than those involved in carrying on its ordinary course of business.

**Submission to Shareholders**

3.02 This Agreement has been submitted to the shareholders of Global Recyclable Mill Direct, Inc. and G.A. Disposal, Inc. for approval in the manner provided by the laws of the State of Florida and approval was given on November 9, 2007.

**Conditions Precedent to Obligations  
of Global Recyclable Mill Direct, Inc.**

3.03 Except as may be expressly waived in writing by Global Recyclable Mill Direct, Inc., all of the obligations of Global Recyclable Mill Direct, Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by G.A. Disposal, Inc.:

(a.) The representations and warranties made by G.A. Disposal, Inc. to Global Recyclable Mill Direct, Inc. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all materials respects. If G.A. Disposal, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective date, it shall report that discovery immediately to Global Recyclable Mill Direct, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from Global Recyclable Mill Direct, Inc.

(b.) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

**Conditions Precedent to Obligations  
of G.A. Disposal, Inc.**

3.04 Except as may be expressly waived in writing by G.A. Disposal, Inc., all of the obligations of G.A. Disposal Inc. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by Global Recyclable Mill Direct, Inc.:

(a.) The representations and warranties made by Global Recyclable Mill Direct, Inc. to G.A. Disposal, Inc. in article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If Global Recyclable Mill Direct, Inc. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to G.A. Disposal, Inc. and shall either correct the error, misstatement, or omission or obtain a written waiver from G.A. Disposal, Inc.

(b.) Global Recyclable Mill Direct, Inc. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c.) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### ARTICLE 4. MANNER OF CONVERTING SHARES

4.01 The holders of shares of Global Recyclable Mill Direct, Inc. shall surrender their shares to the Secretary of G.A. Disposal, Inc. promptly after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

##### **Basis**

4.02 (a) The shareholders of Global Recyclable Mill Direct, Inc. shall be entitled to receive shares of common stock of the Surviving Corporation, each of \$1.00 par value, being 50 percent of the total outstanding common stock the surviving corporation, to be distributed on the basis of one share for each share of common stock of Global Recyclable Mill Direct, Inc.

##### **Shares of Survivor**

4.03 The currently outstanding 50 shares of common stock of G.A. Disposal, Inc., each of \$1.00 par value, shall remain outstanding as common stock each of \$1.00 par value, of the Surviving corporation.

#### ARTICLE 5. DIRECTORS AND OFFICERS

##### **Directors and Officers of Survivor**

5.01 (a) The present Board of Directors of G.A. Disposal, Inc. shall continue to serve as the Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b.) If a vacancy shall exist on the board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c.) All persons who as of the Effective Date of the merger shall be executive or administrative officers of G.A. Disposal, Inc. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving corporation shall determine otherwise. The board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

## ARTICLE 6. BYLAWS

### **Bylaws of Survivor**

6.01 The bylaws of G.A. Disposal, Inc., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

## ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

### **Nature and Survival of Representations and Warranties**

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of Global Recyclable Mill Direct, Inc., G.A. Disposal, Inc., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

7.02 Global Recyclable Mill Direct, Inc. agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

(a.) Make those representations and warranties to G.A. Disposal, Inc. as are described in Article 2 of this Agreement, as of the Effective Date;

(b.) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

(c.) Agree to indemnify G.A. Disposal, Inc. for misrepresentation or breach of any warranty made to Global Recyclable Mill Direct, Inc.; and

(d.) Agree to pay all expenses incurred or to be incurred by or on behalf of Global Recyclable Mill Direct, Inc. in excess of \$100.00 in connection with and arising out of this Agreement.

### **Expenses**

7.03 Global Recyclable Mill Direct, Inc. will cause the stockholders to pay all expenses in excess of \$100.00 incurred by Global Recyclable Mill Direct, Inc. in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of Global Recyclable Mill Direct, Inc.'s counsel and accountants (none of which shall be charged to Global Recyclable Mill Direct, Inc.). If the transactions contemplated by this Agreement are not consummated, either Global Recyclable Mill Direct, Inc. or the stockholders shall pay such expenses of Global Recyclable Mill Direct, Inc. as the stockholders and Global Recyclable Mill Direct, Inc. may then determine. Global Recyclable Mill Direct, Inc. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

## **ARTICLE 8. TERMINATION**

### **Circumstances**

8.01 This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a.) By mutual consent of the Board of Directors of either corporation.
- (b.) At the election of the Board of Directors of either constituent corporation if:
  - (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either Board of Directors, inadvisable or undesirable.
  - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
  - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
  - (4) Between the date of this agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
- (c.) At the election of the Board of Directors of Global Recyclable Mill Direct, Inc. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income

tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of Global Recyclable Mill Direct, Inc. on the exchange of their common stock for stock of the Surviving Corporation.

(d.) At the election of the Board of Directors of G.A. Disposal, Inc. if without the prior consent in writing of G.A. Disposal, Inc., Global Recyclable Mill Direct, Inc. shall have:

- (1) Declared or paid a cash dividend on its common stock or declared or paid any other dividend or made any other distribution on its shares.
- (2) Created or issued any indebtedness for borrowed money.
- (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

#### **Notice of and Liability on Termination**

8.02 If an election is made to terminate this Agreement and abandon the merger:

(a.) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b.) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

#### **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

##### **Further Assurances**

9.01 Global Recyclable Mill Direct, Inc. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. Global Recyclable Mill Direct, Inc. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

##### **Entire Agreement; Counterparts**

9.02 This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original.

**Controlling Law**

9.03 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on 17 December, 2007.

Global Recyclable Mill Direct, Inc.

By George A. Accomando  
George A. Accomando, President

ATTEST:

George A. Accomando  
George A. Accomando, Secretary

[SEAL]

G.A. Disposal, Inc.

By George A. Accomando  
George A. Accomando, President

ATTEST:

George A. Accomando  
George A. Accomando, Secretary

[SEAL]

This instrument was prepared by Robert J. Andringa, Esquire, whose address is 4488 Star Street North, St. Petersburg, Florida 33709.