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MERGER OR SHARE EXCHANGE

F.C.L.S., INC.

2ND

Certificate of Status	0
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ARTICLES OF MERGER
Merger Sheet

MERGING:

GREENSPACE SERVICES (USA), INC., a Florida corporation, document
number P97000011461

INTO

F.C.L.S., INC., a Florida corporation, P94000025183

File date: March 30, 1999

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

of

Greenspace Services (USA), Inc.
(a Florida corporation)

into

F.C.L.S., Inc.
(a Florida corporation)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to Section 607.1101 of the Florida Business Corporation Act, the following Articles of Merger are adopted by the undersigned corporations for the purpose of merging them into one of such corporations:

FIRST: The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

<u>Name of Corporation</u>	<u>State</u>
F.C.L.S., Inc.	Florida
Greenspace Services (USA), Inc.	Florida

SECOND: Pursuant to the Agreement and Plan of Merger, Greenspace Services (USA), Inc. shall be merged with and into F.C.L.S., Inc. and F.C.L.S., Inc. shall be the surviving corporation (the "Merger").

THIRD: The name of the surviving corporation is F.C.L.S., Inc. and it is to be governed by the laws of the State of Florida.

FOURTH: The Articles of Incorporation of the surviving corporation shall be its Articles of Incorporation.

FIFTH: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by the respective board of directors of each of the Constituent Corporations on the 30th day of March, 1999, and approved by their respective shareholders in accordance with such corporations' articles of incorporation and applicable law on the 30th day of March, 1999.

SIXTH: The Merger is to become effective upon filing of these Articles of Merger.

Prepared by: Santino Ferrante
341 Broadway #100 Cambridge, MA 02139
(617) 868-5000 FAX-547556

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- SEVENTH:** The authorized stock of F.C.L.S., Inc. is 1,000 shares of common stock, no par value.
- EIGHTH:** The authorized stock of Greenspace Services (USA), Inc. is 1,000 shares of common stock, \$0.0001 par value and 500,000 shares of preferred stock, no par value.
- NINTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is: 25522 East Marion Avenue, Punta Gorda, Florida 33950.
- TENTH:** A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.
- ELEVENTH:** A true and correct copy of the Agreement and Plan of Merger is attached hereto as Exhibit "A" and incorporated herein by reference.

IN WITNESS WHEREOF, the undersigned corporations have caused these Articles of Merger to be executed by their duly authorized officer as of this 30th day of March, 1999.

GREENSPACE SERVICES (USA), INC.

By: 
Santino Ferrante
Its: Secretary

F.C.L.S., INC.

By: 
Santino Ferrante
Its: Secretary

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EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 31st day of March, 1999 by and between F.C.L.S., Inc., a Florida corporation, ("FCLS") and Greenspace Services (USA), Inc., a Florida corporation, ("Greenspace").

WITNESSETH

WHEREAS, the Boards of Directors of FCLS and Greenspace (said corporations being hereinafter sometimes referred to individually as a "Constituent Corporation" and collectively as the "Constituent Corporations") have determined that it is in their respective best interests for Greenspace to merge with and into FCLS, with FCLS continuing as the surviving corporation, upon the terms and subject to the conditions set forth herein;

WHEREAS, in furtherance of such merger, the Boards of Directors of the Constituent Corporations have approved the merger of Greenspace with and into FCLS in accordance with Florida law and upon the terms and subject to the conditions set forth herein; and

WHEREAS, it is the intention of the respective Boards of Directors of the Constituent Corporations that the merger provided for herein be a tax-free reorganization pursuant to Section 368(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and provisions hereinafter contained, the sufficiency of which is hereby acknowledged, the Constituent Corporations, intending to be legally bound, do hereby agree as follows:

FIRST: Subject to the terms and conditions of this Agreement, and in accordance with the Florida Business Corporation Act (the "Florida Act"), Greenspace shall be merged with and into FCLS, whereupon the separate existence of Greenspace shall cease, and FCLS shall be the surviving corporation and shall continue to be governed by the laws of the State of Florida (the "Merger"). The name of the surviving corporation shall be F.C.L.S., Inc.

SECOND: The Articles of Incorporation of FCLS, as in effect on the date of the Merger, shall continue in full force and effect as the Articles of Incorporation of the surviving corporation.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the Constituent Corporations into the shares or other securities of the surviving corporation shall be as follows:

- (a) Each share of Greenspace Common Stock that is issued and outstanding (other than shares of Greenspace Common Stock, if any, held in the treasury of Greenspace) on the effective date of the Merger shall, by virtue of the Merger and without further action, cease to exist and shall be converted into one share of FCLS Common Stock. There shall not be any issued and outstanding stock of Greenspace that will not be so converted.

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- (b) Each share of Greenspace Common Stock, if any, that shall then be held in the treasury of Greenspace on the effective date of the Merger shall, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled.
- (c) Each share of Greenspace Preferred Stock, if any, that is issued or shall then be held in the treasury of Greenspace on the effective date of the Merger shall, by virtue of the Merger and without further action, cease to exist and all certificates representing such shares shall be canceled.
- (d) After the effective date of the Merger, each holder of an outstanding certificate representing shares of Greenspace Common Stock shall surrender the same to FCLS and each holder shall be entitled upon such surrender to receive certificates for the number of shares of FCLS Common Stock on the basis provided herein. Until so surrendered, the outstanding shares of the capital stock of Greenspace to be converted into the capital stock of FCLS as provided herein may be treated by FCLS for all corporate purposes as evidencing the ownership of shares of FCLS, as though said surrender and exchange had taken place.

FOURTH: The other terms and conditions of the Merger are as follows:

- (a) The By-laws of FCLS as they shall exist on the effective date of the Merger shall be and remain the By-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.
- (b) The directors and officers of FCLS as of the effective date of the Merger shall be the directors and officers of the surviving corporation and shall continue in office as provided in the By-Laws and charter of FCLS.
- (c) The Merger shall become effective upon filing with the Secretary of State of Florida a Articles of Merger pursuant to Section 607.1101 of the Florida Act.
- (d) Upon the effective date of the Merger, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of Greenspace shall be transferred to, vested in and devolved upon FCLS without further act or deed and all property rights, and every other interest of FCLS and Greenspace shall be as effectively the property of FCLS as they were of FCLS and Greenspace, respectively. All rights of creditors of Greenspace and all liens upon any property of Greenspace shall be preserved unimpaired, and all debts, liabilities, obligations and duties of Greenspace may be enforced against FCLS to the same extent as if said debts, liabilities, obligations and duties had been

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incurred or contracted by it. At any time, or from time to time, after the effective date of the Merger, the last acting officers of Greenspace, or the corresponding officers of FCLS, may, in the name of Greenspace, execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other actions as FCLS may deem necessary or desirable in order to vest in FCLS title to and possession of any property of Greenspace acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intents and purposes hereof, and the proper officers and directors of FCLS are fully authorized in the name of Greenspace or otherwise to take any and all such action.

- (e) FCLS hereby (i) agrees that it may be served with process in the State of Florida in any proceeding for the enforcement of any obligation of Greenspace and in any proceeding for the enforcement of the rights of a dissenting stockholder of Greenspace pursuant section 607.1302 of the Florida Act, and (ii) irrevocably appoints the Secretary of State of the State of Florida as its agent to accept service of process in any such proceeding.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be terminated and abandoned by the Boards of Directors of the Constituent Corporations at any time prior to the date that the requisite Articles of Merger are filed in the office of the Secretary of State of the State of Florida. This Agreement may be amended by the Boards of Directors of the Constituent Corporations at any time prior to the date on which the requisite Articles of Merger are filed in the office of the Secretary of State of Florida, provided that an amendment made subsequent to the approval of this Agreement by the stockholders of either Constituent Corporation shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the surviving corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class thereof of such Constituent Corporation:

SIXTH:

- (a) This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida; and
- (b) FCLS and Greenspace each agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to consummate or implement the transactions contemplated by this Agreement.

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IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors, have caused this Agreement to be executed by the President and attested to by the Secretary or Clerk of each party hereto as the respective act, deed and agreement of each of the Constituent Corporations, as of the 30th day of March, 1999.

F.C.L.S., INC.

ATTEST:

By: _____ By: _____
Secretary President

[CORPORATE SEAL]

GREENSPACE SERVICES (USA), INC.

ATTEST:

By: _____ By: _____
Secretary President

[CORPORATE SEAL]

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