

P97000011461

Florida Department of State
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To:

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From:

Account Name : EMPIRE CORPORATE KIT COMPANY
Account Number : 072450003255
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BACKDATE 3/30

MERGER OR SHARE EXCHANGE

GREENSPACE SERVICES (USA), INC.

Certificate of Status	0
Certified Copy	1
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OK 3/31
3/31/99 10:20 AM

ARTICLES OF MERGER
Merger Sheet

MERGING:

GAZEBO LANDSCAPE MAINTENANCE, INC., a Florida corporation, document
number P97000011446

INTO

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

File date: March 30, 1999

Corporate Specialist: Karen Gibson

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ARTICLES OF MERGER

of

Gazebo Landscape Maintenance, Inc.
(a Florida corporation)

into

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

FILED
99 MAR 30 PM 2:29
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>
Greenspace Services (USA), Inc.	Florida
Gazebo Landscape Maintenance, Inc.	Florida

SECOND: Pursuant to the Agreement and Plan of Merger, Gazebo Landscape Maintenance, Inc. shall be merged with and into Greenspace Services (USA), Inc. and Greenspace Services (USA), Inc. shall be the surviving corporation (the "Merger").

THIRD: The name of the surviving corporation is Greenspace Services (USA), 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 Terenzi FBN-547556
341 Broadway #100 Cambridge, MA 02139
(617) 868-5800
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- SEVENTH:** The authorized stock of Greenspace Services (USA), Inc. is 1,000 shares of common stock, par value \$0.0001 per share and 500,000 shares of preferred stock, with no par value.
- EIGHTH:** The authorized stock of Gazebo Landscape Maintenance, Inc. is 1,000 shares of common stock, par value \$0.0001 per share and 378,000 shares of preferred stock, with 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: 8892 152nd Street, South, Delray Beach, Florida 33446
- 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

GAZEBO LANDSCAPE MAINTENANCE, INC.

By: 

Santino Ferrante

Its: Secretary

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H99000007638 EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of this 30th day of March, 1999 by and between Greenspace Services (USA), Inc., a Florida corporation, ("Greenspace") and Gazebo Landscape Maintenance, Inc., a Florida corporation, ("Gazebo").

WITNESSETH

WHEREAS, Greenspace owns all of the outstanding stock of Gazebo and the Boards of Directors of Greenspace and Gazebo (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 Gazebo to merge with and into Greenspace with Greenspace 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 Gazebo with and into Greenspace 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"), Gazebo shall be merged with and into Greenspace, whereupon the separate existence of Gazebo shall cease, and Greenspace 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 Greenspace Services (USA), Inc..

SECOND: The Articles of Incorporation of Greenspace, 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: Each share of Gazebo Common Stock and Gazebo Preferred Stock that is issued and outstanding (including shares of Gazebo Common Stock and Gazebo Preferred Stock, if any, held in the treasury of Gazebo) on the effective date of the Merger shall, by virtue of the Merger and without further action, cease to exist and shall be canceled and the authorized capital stock of Greenspace shall not be changed, but shall be and remain the same as before the merger. There shall not be any issued and outstanding stock of Gazebo that will not be so canceled.

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

- (a) The By-laws of Greenspace 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 Greenspace 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 Greenspace.
- (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 Gazebo shall be transferred to, vested in and devolved upon Greenspace without further act or deed and all property rights, and every other interest of Greenspace and Gazebo shall be as effectively the property of Greenspace as they were of Greenspace and Gazebo, respectively. All rights of creditors of Gazebo and all liens upon any property of Gazebo shall be preserved unimpaired, and all debts, liabilities, obligations and duties of Gazebo may be enforced against Greenspace to the same extent as if said debts, liabilities, obligations and duties had been 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 Gazebo, or the corresponding officers of Greenspace, may, in the name of Gazebo, 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 Greenspace may deem necessary or desirable in order to vest in Greenspace title to and possession of any property of Gazebo 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 Greenspace are fully authorized in the name of Gazebo or otherwise to take any and all such action.
- (e) Greenspace 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 Gazebo and in any proceeding for the enforcement of the rights of a dissenting stockholder of Gazebo 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

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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) Greenspace and Gazebo 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.

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.

Greenspace Services (USA), Inc..

ATTEST:

By: _____ By: _____
Secretary President

[CORPORATE SEAL]

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TOTAL P.08

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Gazebo Landscape Maintenance, Inc.

ATTEST:

By: _____ By: _____
Secretary President

[CORPORATE SEAL]

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