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797000082311
LAZARUS CORPORATE INDUSTRIES, INC.

Requestor's Name

890 S.W. 87 AVENUE, SUITE: 16

Address

MIAMI, FLORIDA 33174 (305)552-5973

City/State/Zip

Phone #

LOCAL REPRESENTATIVE TALLAHASSEE

Office Use Only

FILED
97 SEP 23 PM 1:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

1. Care Pest Control fumigation, inc
(Corporation Name) (Document #)

2. _____
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #) 700002299377--1
9/21/97 09/22/97--01085--003
*****78.75 *****78.75

4. _____
(Corporation Name) (Document #)

☒ Walk in

☒ Pick up time 2.00

☐ Certified Copy

☐ Mail out

☐ Will wait

☐ Photocopy

☒ Certificate of Status

NEW FILINGS	
<input checked="" type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

RECEIVED
97 SEP 22 PM 11:03
SECRETARY OF STATE

K. RONG SEP 22 1997
W97-21729

Examiner's Initials



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

September 22, 1997

LAZARUS CORPORATE INDUSTRIES, INC.
890 SW 87 AVE
SUITE 16
MIAMI, FL 33174

SUBJECT: CARE PEST CONTROL FUMIGATION, INC.
Ref. Number: W97000021729

We have received your document for CARE PEST CONTROL FUMIGATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The effective date is not acceptable since it is not within five working days of the date of receipt.

Please return the original and one copy of 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) 487-6932.

Kimberly Rolfe
Document Specialist

Letter Number: 597A00046881

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DIVISION OF CORPORATIONS

ARTICLES OF INCORPORATION

The Undersigned, acting as incorporator of a corporation, under the Florida General Corporation Act., adopts the following Articles of incorporation for such Corporation.

ARTICLE I

The name of the Corporation is CARE PEST CONTROL FUMIGATION, INC.

ARTICLE II

The date of commencement of corporate existence is the 21 day of Sept. 19 97, and the period of its duration is----- perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any activities or business permitted under the laws of the United States and the---- State of Florida.

ARTICLE IV

The Corporation shall have the authority to issue 100 shares, all in one class \$ 1.00 value.

ARTICLE V

The Address of its Registered Office is 10441 N.W. 28 ST. UNIT # 103 Miami, Florida 33172, This is the Principal Office of the Corporation, and the name of its initial Registered Agent (s) (is) are) ARMANDO DULZAIDES

ARTICLE VI

The number of Director (s) constituting its initial Board of----- Directors (is) (are) FOUR (which) (whose) name (s) (is) (are)--- ARMANDO DULZAIDES, PEDRO G. FERNANDEZ JR., EDUARDO B. FERNANDEZ, LUIS E. FERNANDEZ

ARTICLE VII

The name and address of the incorporator (s) (is) (are)-----
President/Secretary Armando Dulzaides 10560 S.W. 27th St. Miami, FL. 33165
Vice-President/Treasurer Pedro G. Fernandez Jr. 13627 S.W. 111 AVE. MIAMI, FL. 33185
EDUARDO B. FERNANDEZ 4000 S.W. 125 AVENUE MIAMI, FL. 33175
LUIS E. FERNANDEZ 4000 S.W. 125 AVENUE MIAMI, FL. 33175

ARTICLE IX

Preemptive Rights shall be as follows: subject to the restrictions of the Florida General Corporation Act., the holders of the common stock of this corporation shall have preemptive rights to purchase at prices, terms and conditions that shall be fixed by the Board of Directors, such of the shares of the stock of the corporation as may be issued for money or any property, or services from----- time to time, in addition to that stock authorized (and issued) by the Corporation.

The preemptivw right of any holder is determined by the ratio of the authorized and issued shares of common stock held by the----- Holder to all shares of common stock currently authorized and issued.

DATED THIS 21 day of August

19 97

X Armando Dulzaides
X ARMANDO DULZAIDES
X Pedro G. Fernandez Jr.
X PEDRO G. FERNANDEZ JR.

X Eduardo B. Fernandez
X EDUARDO B. FERNANDEZ
X Luis E. Fernandez
X LUIS E. FERNANDEZ

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27 SEP 23 PM 1:26
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA] S.S.
COUNTY OF DADE]

BEFORE ME, The Undersigned authority, personally appeared-----
ARMANDO DULZAIDES, PEDRO G. FERNANDEZ JR., EDUARDO B. FERNANDEZ,
LUIS E. FERNANDEZ

Who (is) Whose (are) to me well (known) to be the Person (s)-----
described in and (who) (whose) to the above Articles of-----
Incorporation, and (he) (they) (she) did freely and voluntarily
acknowledged before me according or according us to law that-----
(he) (they) (she) made and subscribed the same for the uses and---
purposes therein mentioned and set forth.

IN WITNESS WHEREOF (I) (We) have hereunto set (my) (our) and (a)
and (my) (our) official seal, at Miami Dade, County Florida this--
21 day of AUGUST 19 97



ANA M. CONDIS
My Comm Exp. 9/11/98
Bonded By Service Ins
No. CC406340
(Personally Known) 1100-12

NOTARY PUBLIC

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE: NAMING AGENT UPON PROCESS
MAY BE SERVED: In pursuance of Chapter 48.091 Florida Statutes,
the following if submitted in compliance with said Act.

First CARE PEST CONTROL FUMIGATION, INC.
desiring to organize under the laws of the State of Florida with
its principal office as indicated in the Articles of Incorporation
at the City of MIAMI County of Dade, State of
Florida, has named ARMANDO DULZAIDES, located at-----
10441 N.W. 28TH ST. UNIT # 103 MIAMI, FL. 33128

as its Agent to accept. services of process within this State
ACKNOWLEDGEMENT: Having been named to accept. services of process
for the above State Corporation, at place designated in this-----
Certificate: (I) (We) hereby accept. to act. in this capacity-----
and agreed to comply with the provisions of said Act., relative to
keeping open Said Office.

X

ARMANDO DULZAIDES
RESIDENT AGENT
ARMANDO DULZAIDES

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BUY-SELL

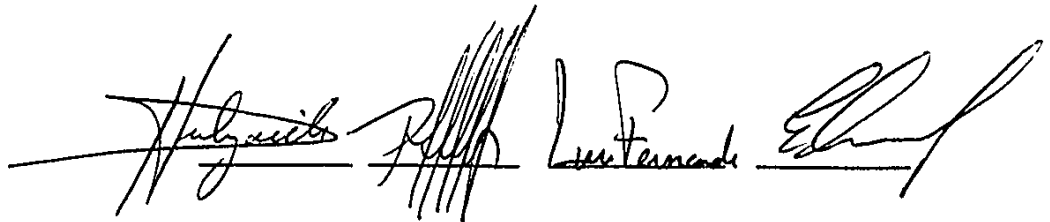
This agreement is made and entered into this 8th day of August 19 97 by and between ARMANDO DULZAIDES, PEDRO G. FERNANDEZ JR., EDUARDO B. FERNANDEZ, and LUIS E. FERNANDEZ (hereinafter "shareholders") and CARE PEST CONTROL FUMIGATION INC. (hereinafter "corporation"). PHONE NO. (305) 593-2220

PARAGRAPH I. Whereas the following persons are the owners of all stock in the corporation as hereinafter set forth:

<u>Name</u>	<u>Address</u>	<u>NO. of Shares Owned</u>
ARMANDO DULZAIDES	10441 N.W. 28 ST. # 103 Miami Fl.	50
PEDRO G. FERNANDEZ JR.		16.67
EDUARDO B. FERNANDEZ		16.67
LUIS E. FERNANDEZ		16.66

PARAGRAPH II. Whereas Names of parties are the sole stockholders of the corporation, owning respectively 50, 16.67, 16.67, and 16.66 shares. As used herein, the term "shares" shall mean all shares of the common stock \$ 1.00 par value, of the corporation now owned or hereafter in any manner acquired by the parties.

PARAGRAPH III. Whereas the stockholders are actively engaged in the conduct of the business of the corporation, and the success or failure of the corporate enterprise will at all times depend in large measure on the personal abilities of the stockholders.



PARAGRAPH IV. Whereas, each of the stockholders desire to restrict the transferability of stock in the corporation;

PARAGRAPH V. Whereas for the foregoing reasons, the parties desire to provide (1) for the purchase by the corporation or the remaining parties of the stock of any party desisirng to sell the same; and (2) for the purchase by the corporation or the surviving parties of the stock of a deceased or disabled party.

PARAGRAPH VI. - on Next Page 2-1

In consideration of the mutual covenants hereafter set forth, the parties agree as follows:

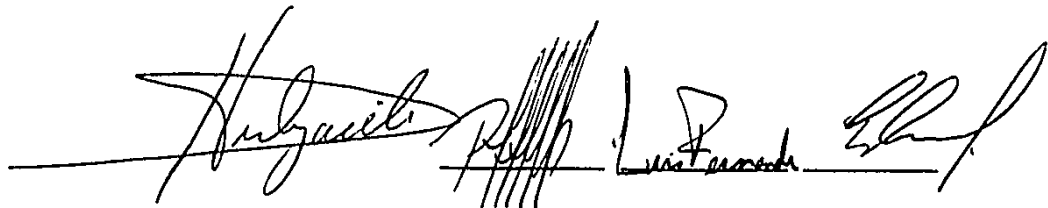
ARTICLE 1. STOCK TRANSFER RESTRICTED.

No stockholder shall transfer, pledge, assign, or encumber all or any part of this stockholdings in the corporation except as provided in this agreement.

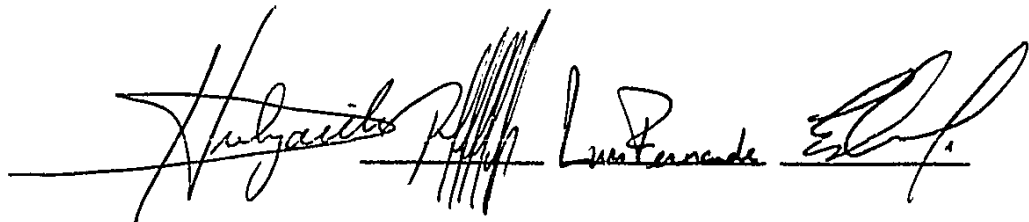
ARTICLE 2. LEGEND ON SHARES

The secretary of the corporation shall endorse the following legend on each share certificate prior to its delivery to a stockholder:

"The shares of stock evidenced by this certificate may not be transferred, pledged, assigned, or ecumbered except in accordance with the terms of a buy-sell agreement dated August 07, 19 97, a copy of which is on deposit with ARMANDO DULZAIDES (the president of the corporation).

Four handwritten signatures are written over a horizontal line. From left to right, the signatures appear to be: 'H. Garcia', a signature with many vertical strokes, 'Armando Dulzaides', and another signature.

PARAGRAPH VI. Whereas the stockholders desire to restrict each other from directly or indirectly competing with the corporation, in the area of termite inspections and/or exterminating. During the time that the stockholders are either stockholders of the corporation and during the time period after they are no longer stockholders and/or employees of the corporation.

Four handwritten signatures are written over a horizontal line. From left to right, the signatures are: a stylized signature that appears to be 'H. Garcia', a signature that appears to be 'R. Lopez', a signature that appears to be 'Luis Fernandez', and a signature that appears to be 'E. Lopez'.

ARTICLE 3. INTER VIVOS REPURCHASE.

In the event any stockholder desires to sell, transfer, or otherwise dispose of all or any of his shares in the corporation, he shall deliver written notice of such desire to the corporation and to each stockholder, specifying the number of shares he desires to dispose of. On receipt of such notice, the corporation may buy, and the stockholder shall sell to the corporation the number of shares set forth in the notice at the place and on the terms set forth in Section 6 and 7 thereof.

ARTICLE 4. REPURCHASE ON DEATH OF STOCKHOLDER.

On the death of any stockholder, the corporation shall, if not prohibited by the Florida General Corporation Act or any successor statute from doing so, buy, and the executor, administrator, or personal representative of the stockholder will sell to the corporation, all of the shares owned by the stockholder at the time of his death at the price and on the terms set forth in Section 6 hereof.

ARTICLE 5. STOCKHOLDERS' OPTION.

If the corporation fails to purchase any of the shares offered for sale to it, then each of the other stockholders shall have the option to buy, and the offering stockholder shall be obligated to sell to each, a proportion of such stock equal to the ratio of the number of shares owned by such stockholder to the total shares owned by the remaining stockholders excluding the seller, and if a stockholder is unable or unwilling to buy the proportion of stock allotted to him, the

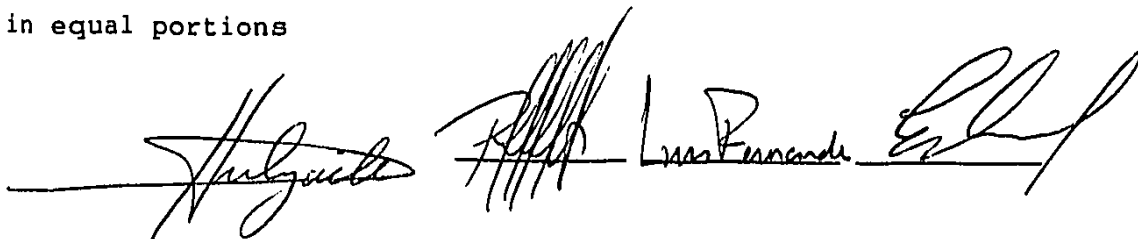
other stockholders shall have the right to buy the balance in a similar ratio. The purchase price for such stock and the terms of sale shall be as set forth in ARTICLE 6 hereof.

ARTICLE 6. PRICE AND TERMS OF SALE.

The purchase price of each share described herein shall be determined by dividing the fair market value of the corporation by the number of shares outstanding in said corporation. The fair market value of the corporation shall be determined by agreement of the parties or their representatives.

SUBARTICLE A. In the event of any disagreement among the parties, their executors, administrators, personal representatives, or any of them with respect to the determination of the fair market value of any of the shares to be purchased hereunder, such book value shall be computed in accordance with this Section by an independent certified public accountant selected by the corporation and each of the stockholders and their executors, administrators, and personal representatives. The cost of such accounting shall be born equally by the parties unable to reach agreement hereunder.

SUBARTICLE B. It is understood that the purchase price, determined as set forth above, shall be the value of the purchased shares for all tax purposes. In the event such value is later increased by any federal or state taxing authority, any tax liability resulting from such increase shall be borne by the Corporation or purchasing stock stockholder in equal portions



SUBARTICLE C. The purchase price hereunder shall be payable at the option of the corporation or purchasing stockholder either in a lump sum withing 30 d a y s following the valuation date as set forth above, or in 90 days after the valuation date with interest on the unpaid balance at the rate of 12% percent pern annum, such interest to be payable with the final installment of principal. Any party electing to pay in installments shall have the right at any time to prepay without all or any portion of the unpaid principal balance plus interest accrued to the date of payment.

ARTICLE 7. DELIVERY OF CERTIFICATES.

Certificates for all shares sold hereunder, properly endorsed to the corporation or purchasing stockholder, as the case may be, shall be delivered to the purchasing party by the seller not later than the date of the lump sum purchase price payment or first installment payment, whichever first occurs. Thereafter, the selling stockholder, or his estate shall cease to be a stockholder of the corporation with respect to such shares.

ARTICLE 8. CORPORATION TO MAINTAIN INSURANCE.

To insure or partially insure its obligation under this agreement to purchase from the estate of a deceased stockholder the shares owned by such stockholder prior to his death, the corporation has purchased, and shall continue in force by timely payment of premiums, the policies of insurance covering the lives of each of the stockholders summarized in

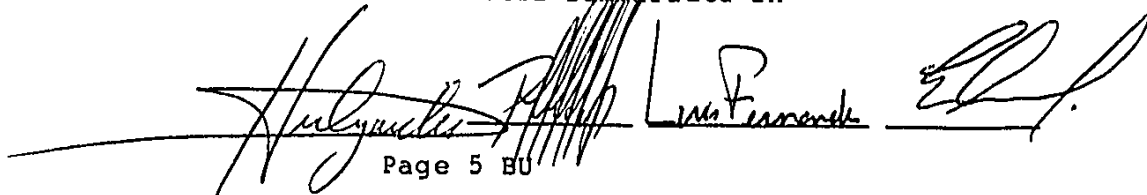

Page 5 BU

Exhibit 1, which is attached hereto and incorporated herein by reference. In the event any stockholder ceases to be a stockholder of the corporation or reduces his holding of the shares of the corporation, by voluntary transfer or otherwise, the corporation shall, as appropriate, terminate or procure a proportionate reduction in the face amount of insurance outstanding on the life of such stockholder, and in the event any stockholder increases his holding of the shares of the corporation, the corporation shall procure and maintain additional insurance on the life of such stockholder proportionate to the increase in the holdings of such stockholder.

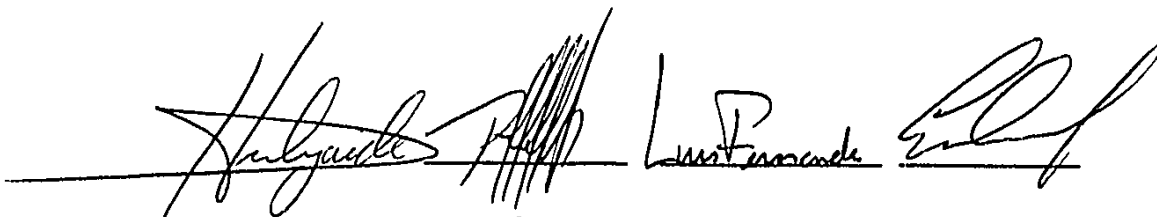
ARTICLE 9. OBLIGATION OF CORPORATION AS TO TRANSFER OF
SHARES

In no event shall the corporation sell, transfer, or otherwise dispose of any of the shares of the corporation, including any shares repurchased by it pursuant to this agreement, to any person or entity until such person or entity has become a party to this agreement and is bound by its provision.

ARTICLE 10: Next Page 6-1

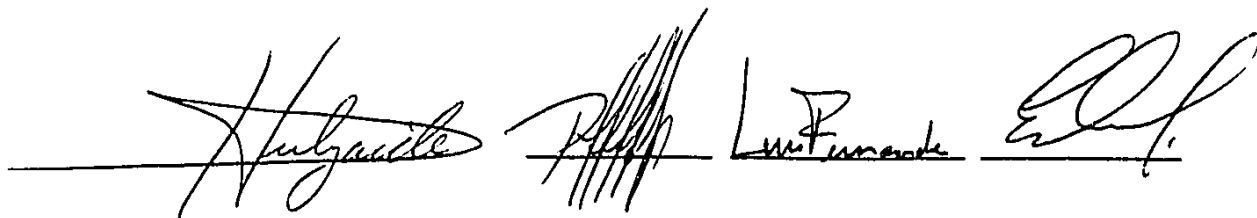
ARTICLE 11 AMENDMENTS; WAIVER OF AGREEMENT.

This agreement may be amended or altered by execution of a written agreement duly authorized by corporate resolution and signed by all the parties hereto, and any of the shares subject to this agreement may be disposed of by any stockholder to the corporation or to any other person without



ARTICLE 10. AGREEMENT NOT TO COMPETE.

All of the shareholders hereby agree not to compete with the Corporation in the field of termite inspections and/or extermination and fumigation and/or eradication, either directly or indirectly. During the time that the shareholders own stock in the Corporation and/or are employed and/or are agents of the Corporation in any capacity. Furthermore, the shareholders further agree not to compete with the Corporation in the field of termite extermination, fumigation and/or eradication for a period of 3 years, commencing on the date that they sell all of their shares of stock or are employees or are agents of the Corporation which ever occurs last, in Dade County, Florida.

Four handwritten signatures are written over a horizontal line. From left to right, the signatures are: 1. A stylized signature that appears to be 'Hulgarile'. 2. A signature with many vertical, overlapping strokes, possibly 'P. H. H.'. 3. A signature that appears to be 'L. F. F.'. 4. A signature that appears to be 'E. F. F.'.

regard to the terms of this agreement on the written consent of a majority of the corporation's board of directors and each of the stockholders.

ARTICLE 12. NOTICES.

Any notice required to be given pursuant to this agreement shall be sent, and shall be considered to have been delivered on the date when sent by prepaid United States registered or certified mail, return receipt requested, properly addressed to the party to receive it, as follows: Notices to be sent to the corporation shall be addressed to it at 10441 N.W. 28th Street Unit # 103, Miami, Florida 33172 (address), attention of the president: notices to be sent to the stockholder shall be sent to them at their addresses as shown on the corporation's stock records unless a different address has been designated in writing.

ARTICLE 13. BINDING EFFECT.

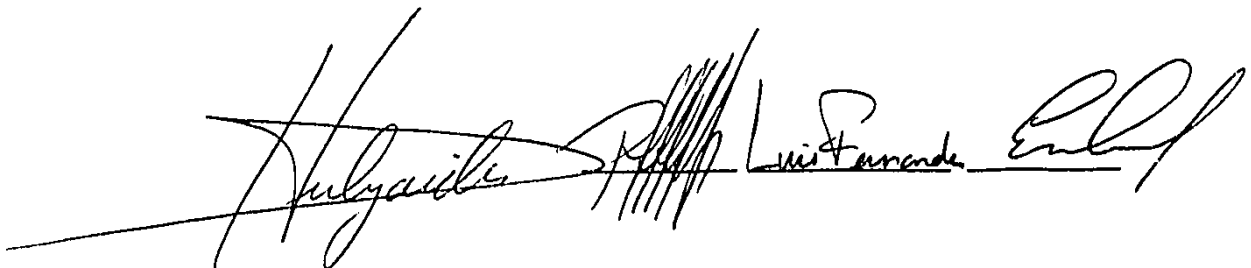
This agreement shall bind and, unless inconsistent with its provisions, shall insure to the benefit of the executor, administrator, or personal representative, and the heirs and assigns of each of the stockholders.

ARTICLE 14. APPLICABLE LAW.

This agreement is executed and is to be performed in the state of Florida and shall be governed by and construed in accordance with the laws of the state of Florida.

ARTICLE 15. SAVING CLAUSE.

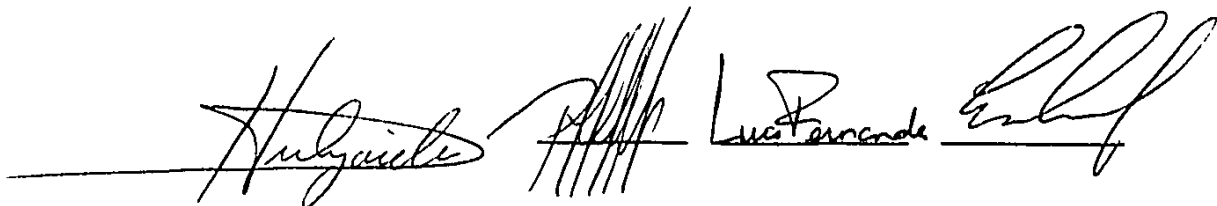
In the event that any provision of this Agreement is found to be invalid, illegal, or unconstitutional by any Court, the remaining provisions of this Agreement shall remain in full force and effect and the invalid, illegal or constitutional provision shall be deleted from this Agreement.



The Chairman then recognized the directors named in the Articles of Incorporation who tendered their resignations, effective upon the adjournment of this meeting. Upon motion duly made, seconded and carried said resignations were accepted and the Secretary was ordered to spread same upon the minutes of the meeting.

Upon motion duly made, seconded and carried, the following named persons were nominated and unanimously elected directors of the corporation. Each such director was elected to serve until the first annual meeting of shareholders (and until a successor of each shall have been qualified and elected) or until each director's earlier resignation, removal from office or death:

	<u>Name</u>	<u>Home Address</u>	<u>Home Telephone</u>
1)	ARMANDO DULZAIDES President/Secretary	10560 S.W. 27th St. Miami, Fl. 33165	(305) 598-9689
2)	PEDRO G. FERNANDEZ JR. Vice-President and Treasurer	12725 S.W. 119 TERRACE Miami, Fl. 33186	(305) 554-8271
3)	EDUARDO B. FERNANDEZ	4000 S.W. 125 AVENUE Miami, Fl. 33175	(305) 554-8271
4)	LUIS E. FERNANDEZ	4000 S.W. 125 AVENUE Miami, Fl. 33175	(305) 554-8271



Executed at Miami, Dade County, Florida
on the date first above written.

Attest:

<u><i>Carmela Suarez</i></u> Witness	<u><i>Hutyaile</i></u> ARMANDO DULZARDES, Shareholder
<u><i>Glenn Bonilla</i></u> Witness	<u><i>[Signature]</i></u> PEDRO G. FERNANDEZ, JR., Shareholder
<u><i>Blanca E. Hernandez de Cueto</i></u> Witness	<u><i>[Signature]</i></u> EDUARDO B. FERNANDEZ, Shareholder
<u><i>Glenn</i></u> Witness	<u><i>Luis Fernandez</i></u> LUIS E. FERNANDEZ, Shareholder

(Corporate seal)

Attest:

<u><i>Carmela Suarez</i></u> Witness	<u><i>Hutyaile</i></u> President
<u><i>Glenn</i></u> Witness	<u><i>[Signature]</i></u> Secretary