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November 16, 1998

VIA FEDERAL EXPRESS

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-11/17/98--01057--002  
\*\*\*\*\*78.75 \*\*\*\*\*78.75

Division of Corporations  
Florida Department of State  
409 E. Gaines Street  
Tallahassee, FL 32399

Re: Articles of Merger of Dana M. Austin Environmental Consulting,  
Inc., a Florida corporation, with Austin Environmental, Inc., a  
California corporation (Florida corporation is survivor)

Dear Sir or Madam:

Enclosed for filing are Articles of Merger as described above and a check in  
the amount of \$78.75 to cover the cost for **filing fees** and a **certified copy** of the  
Articles. Also enclosed is a copy of the Articles of Merger to be used for the  
certified copy to be returned to me.

Should you have any questions, please do not hesitate to call.

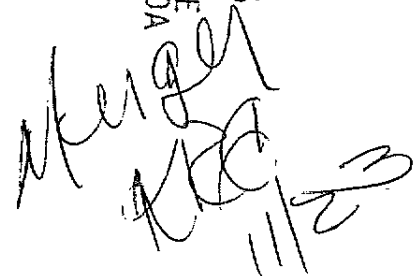
Sincerely,

  
Howard L. Alford

Enclosures

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FILED  
98 NOV 17 AM 10:16  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



ARTICLES OF MERGER  
Merger Sheet

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MERGING:

AUSTIN ENVIRONMENTAL, INC., a California corporation not qualified in  
Florida

INTO

**DANA M. AUSTIN ENVIRONMENTAL CONSULTING, INC.,** a Florida  
corporation, P98000091162

File date: November 17, 1998

Corporate Specialist: Karen Gibson

**ARTICLES AND CERTIFICATE OF MERGER  
OF**

Dana M. Austin Environmental Consulting, Inc., a Florida Corporation,  
with  
Austin Environmental, Inc., a California Corporation

**FILED**  
98 NOV 17 AM 10:16  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES AND CERTIFICATE OF MERGER are executed, adopted and enacted between Austin Environmental, Inc., a California corporation ("Austin Environmental") and Dana M. Austin Environmental Consulting, Inc., a Florida corporation ("Dana Austin Consulting").

Pursuant to ss. 607.1104, 607.1105 and 607.1107 of the Florida Business Corporation Act (the "Act"), and applicable sections of the California Corporations Code, including without limitation s. 1108, and other applicable law, Austin Environmental and Dana Austin Consulting adopt and certify the following Articles and Certificate of Merger:

1. The Agreement and Plan of Merger dated as of November 2, 1998 ("Plan of Merger"), between Austin Environmental and Dana Austin Consulting was approved and adopted by the shareholders and Board of Directors of Austin Environmental on November 11, 1998 and was adopted by the shareholders and Board of Directors of Dana Austin Consulting on November 11, 1998; provided that approval of the Plan of Merger by the shareholders of Dana Austin Consulting is not required pursuant to s. 607.1104(1)(a) of the Act.

2. Pursuant to the Plan of Merger, all shares of Austin Environmental's stock issued and outstanding at the time of the Merger will be and are automatically converted into and exchangeable for shares of stock in Dana Austin Consulting, at a conversion rate of: each one (1) share of Austin Environmental stock being equal to and exchangeable for one share of Dana Austin Consulting stock; and all of the shares of Dana Austin Consulting stock issued and outstanding immediately prior to the Merger and at the time of the Merger, held by Austin Environmental as sole shareholder of Dana Austin Consulting, will be surrendered to and canceled by Dana Austin Consulting without consideration; all by and pursuant to the means of a merger of Austin Environmental (a California corporation) into Dana Austin Consulting (a Florida corporation) with Dana Austin Consulting the surviving corporation ("Merger").

3. The Plan of Merger is attached as **Exhibit A** and incorporated by reference as if fully set forth.

4. Pursuant to s. 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be November 17, 1998.

5. The Merger contemplated hereby represents the merger of a parent California corporation, Austin Environmental, into its wholly owned Florida subsidiary, Dana Austin Consulting, and accordingly qualifies for treatment as a merger under s. 607.1104 of the Act.

IN WITNESS WHEREOF, the parties have set their hands this 11th day of November, 1998.

ATTEST:

Lauren S. Austin  
Secretary  
(Corporate Seal)

Austin Environmental, Inc.  
a California corporation

By: Dana M. Austin  
President

ATTEST:

Lauren S. Austin  
Secretary  
(Corporate Seal)

Dana M. Austin Environmental  
Consulting, Inc.  
a Florida corporation

By: Dana M. Austin  
President

## EXHIBIT A

### PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger between Dana M. Austin Environmental Consulting, Inc., a Florida corporation, (the "Surviving Corporation") and Surviving Corporation's sole shareholder, Austin Environmental, Inc., a California corporation, (the "Disappearing Corporation"), (collectively the "Constituent Corporations"). This Merger is being effected pursuant to this Plan and Agreement of Merger ("Plan") in accordance with s. 607.1101 et seq. of the Florida Business Corporation Act (the "Act") and s. 1100 et. seq., including without limitation s. 1108, of the California General Corporation Law (the "California Corporation Code").

Whereas the Disappearing Corporation desires to merge with and into its wholly owned subsidiary, the Surviving Corporation, on the terms and provisions set forth herein; and

Whereas the Board of Disappearing Corporation has determined said merger to be advisable; and

Now Therefore, in consideration of the mutual terms, promises, covenants and agreements and other provisions provided herein, the parties agree as follows:

1. Articles of Incorporation. The Articles of Incorporation and Bylaws of Surviving Corporation, as in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation and Bylaws of the Surviving Corporation from and after the Effective Date until further amended as permitted by law. The name of the Surviving Corporation shall continue to be Dana M. Austin Environmental Consulting, Inc.

2. Distribution to Shareholders of the Constituent Corporations. Upon the Effective Date at the effective time of the Merger, each share of Disappearing Corporation's common stock that shall be issued and outstanding at that time shall without more be converted into, and exchangeable for, shares of Surviving Corporation stock, at a conversion and exchange ratio of one (1) share of Disappearing Corporation's common stock in exchange for, and being converted to, one share of Surviving Corporation common stock, in accordance with this Plan. Each share of Surviving Corporation's stock that is issued and outstanding on the Effective Date immediately before the effective time of the Merger, held by Disappearing Corporation as Surviving Corporation's sole shareholder, shall be surrendered to and canceled by Surviving Corporation without consideration.

3. Satisfaction of Rights of Disappearing Corporation Shareholders. All shares of Surviving Corporation's stock into which shares of Disappearing Corporation's stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Fractional Shares. Fractional shares of Surviving Corporation's stock will be issued, if applicable, in fractional share amounts consistent with the exchange ratio described in this Plan.

5. Effect of Merger. On the Effective Date, the separate existence of Disappearing Corporation shall cease, and the existence of the Surviving Corporation shall continue unaffected, and Surviving Corporation shall be fully vested in Disappearing Corporation's rights, privileges,

immunities, powers, properties and franchises, and subject to and responsible for its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in s.607.1106 of the Act, and otherwise in accordance with applicable law.

6. Supplemental Action. If at any time after the Effective Date Surviving Corporation shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out or evidence the contemplated effect of the Merger or the provisions of this Plan, the appropriate officers of Surviving Corporation or Disappearing Corporation, as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corporation, any and all proper conveyances, agreements, documents, instruments, deeds, assignments, and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such transfers of title or similar matters thereto in Surviving Corporation, or to otherwise carry out the provisions of this Plan.

7. Filing with the Florida and California Secretary of State and Effective Date. Upon the Closing, as provided in the agreement of Merger of which this plan is a part, Disappearing Corporation and Surviving Corporation shall cause their respective President (or Vice President) to execute Articles and Certificate of Merger ("Articles") in the form attached to this Plan and Agreement and upon such execution this Plan shall be deemed incorporated by reference into the Articles as if fully set forth in such instrument and shall become an exhibit to such Articles. Thereafter, such Articles shall be delivered for filing by Surviving Corporation to the Florida Secretary of State and the California Secretary of State, respectively. In accordance with s.607.1105 of the Act, the Articles shall specify the "Effective Date," which shall be November 17, 1998.

8. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by the one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with s.607.1103 of the Act as to the Surviving Corporation and in accordance with the California Corporate Code as to the Disappearing Corporation.

9. Termination. At any time before the Effective Date (whether before or after filing of Articles of Merger), this Plan may be terminated and the Merger abandoned by mutual consent of the boards of Directors of both Constituent Corporations.

10. Expenses. Surviving Corporation shall pay all expenses in accomplishing the Merger.

11. Agreement and approval of Directors and Shareholders. By executing this Plan and Agreement of Merger, the Constituent Corporations agree to this Plan, subject to the approvals of the respective Boards of Directors and Shareholders of the Constituent Corporations, as may be required under applicable law.

Dana M. Austin Environmental Consulting, Inc.

Date: As of November 2, 1998

By: *Dana M. Austin*  
Dana Austin  
President

Attest: \_\_\_\_\_  
By: *Lauren J. Austin*  
Secretary [Corporate Seal]

Austin Environmental, Inc.

By: *Dana M. Austin*  
Dana Austin  
President

Attest: \_\_\_\_\_  
By: *Lauren J. Austin*  
Secretary [Corporate Seal]