

LEHTINEN, VARGAS & REINER
ATTORNEYS AT LAW
A PROFESSIONAL ASSOCIATION

FILED

01 APR 18 AM 9:26

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

April 16, 2001

392076

Division of Corporations
Post Office Box 6327
Tallahassee, Florida 32314

100004016651--3
-04/18/01--01085--016
***187.50 ***187.50

RE:

Associated Air Products, Inc.:
ARTICLES OF MERGER

100004016651--3
-04/18/01--01085--017
*****2.25 *****2.25

Dear Sir or Madam:

Enclosed please find the original and one copy of the subject ARTICLES OF MERGER which are being submitted in accordance with the Florida Business Corporation Act, pursuant to Section 607.1105, Florida Statutes. Also enclosed are two checks totaling \$189.75, representing the fee for four merging corporations (@ \$35.00 per merging corporation) and the surviving corporation (\$35.00), along with the \$14.75 fee for a certified copy (\$8.75 + \$1.00 for each additional page over eight pages) to be returned to us in the stamped and addressed envelope provided.

If you have any questions, please do not hesitate to contact me.

Thank you for your assistance.

Very truly yours,


DAVID P. REINER, II

Enclosures

Merger
4-26-01
DMS

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ARTICLES OF MERGER
Merger Sheet

MERGING:

ASSOCIATED AIR PRODUCTS OF FT. MYERS, INC., a Florida corporation,
V73329

ASSOCIATED AIR PRODUCTS OF PALM BEACH, INC., a Florida corporation,
V73319

ASSOCIATED BUILDING SERVICES, INC., a Florida corporation, G18761

ASSOCIATED DISTRIBUTORS OF SOUTH FLORIDA, INC., a Florida
corporation, P93000065855

INTO

ASSOCIATED AIR PRODUCTS, INC., a Florida entity, 392076

File date: April 18, 2001

Corporate Specialist: Doug Spitler

FILED

01 APR 18 AM 9:25

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
OF
ASSOCIATED AIR PRODUCTS OF FORT MEYERS, INC.;
ASSOCIATED AIR PRODUCTS OF PALM BEACH, INC.;
ASSOCIATED BUILDINGS SERVICES, INC.; and
ASSOCIATED DISTRIBUTORS OF SOUTH FLORIDA, INC.,
into
ASSOCIATED AIR PRODUCTS, INC., a Florida Corporation**

ARTICLES OF MERGER between Associated Air Products, Inc., a Florida corporation ("Surviving Corporation") and Associated Air Products of Fort Meyers, Inc., a Florida corporation; Associated Air Products of Palm Beach, Inc., a Florida corporation; Associated Building Services, Inc., a Florida corporation; and Associated Distributors of South Florida, Inc., a Florida corporation ("Disappearing Corporations").

Under §607.1105 of the Florida Business Corporation Act (the "Act"), Surviving Corporation and Disappearing Corporations adopt the following Articles of Merger:

1. The Plans of Merger dated May 25, 2000 ("Plan of Merger"), between Surviving Corporation and Disappearing Corporations was approved and adopted by the shareholders of Surviving Corporation on May 25, 2000 and was adopted by the shareholders of Disappearing Corporations on May 25, 2000.
2. Under the Plans of Merger, all issued and outstanding shares of Disappearing Corporations' stock will be acquired by means of a merger of Surviving Corporation and Disappearing Corporations into Associated Air Products, Inc., the surviving corporation ("Merger").
3. The Plans of Merger are attached as Exhibit "A," Exhibit "B," Exhibit "C," and Exhibit "D" and are incorporated herein by reference as if fully set forth.
4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on the filing of these Articles of Merger with the Secretary of State of Florida.

IN WITNESS WHEREOF, the parties have set their hands on May 25, 2000.

ATTEST:

ASSOCIATED AIR PRODUCTS, INC.,
a Florida corporation

By:  (Corporate Seal)

ASSOCIATED AIR PRODUCTS OF FORT MEYERS, INC.,
a Florida corporation

By:  (Corporate Seal)

ASSOCIATED AIR PRODUCTS OF PALM BEACH, INC.,
a Florida corporation

By:  (Corporate Seal)

ASSOCIATED BUILDING SERVICES, INC.,
a Florida corporation

By:  (Corporate Seal)

ASSOCIATED DISTRIBUTORS OF SOUTH FLORIDA, INC.,
a Florida corporation

By:  (Corporate Seal)

EXHIBIT "A"

**PLAN OF MERGER OF
ASSOCIATED AIR PRODUCTS, INC.
AND
ASSOCIATED AIR PRODUCTS OF FORT MYERS, INC.**

Merger between ASSOCIATED AIR PRODUCTS, INC., (the "Surviving Corp.") and ASSOCIATED AIR PRODUCTS OF FORT MYERS, INC., (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§607.1101, et seq., of the Florida Business Corporation Act (the "Act").

1. **Articles of Incorporation.** The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. **Distribution to Shareholders of the Constituent Corporations.** On the Effective Date, each percentage point of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall be converted into and exchanged for .182275 percent of the newly issued shares of ASSOCIATED AIR PRODUCTS, INC., in accordance with this Plan. Each percentage point of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall, without more, be converted into and exchanged for .519477 percent of the newly issued shares of shares of Surviving Corp.'s stock.

3. **Satisfaction of Rights of Disappearing Corp. Shareholders.** All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'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. **Effect of Merger.** On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

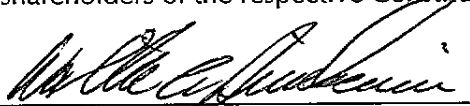
5. **Supplemental Action.** If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving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


6. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit

to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. **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 §607.1103 of the Act.

8. **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, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.


Director


Director



Director

EXHIBIT "B"

**PLAN OF MERGER OF
ASSOCIATED AIR PRODUCTS, INC.
AND
ASSOCIATED AIR PRODUCTS OF PALM BEACH, INC.**

Merger between ASSOCIATED AIR PRODUCTS, INC., (the "Surviving Corp.") and ASSOCIATED AIR PRODUCTS OF PALM BEACH, INC., (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§607.1101, et seq., of the Florida Business Corporation Act (the "Act").

1. **Articles of Incorporation.** The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. **Distribution to Shareholders of the Constituent Corporations.** On the Effective Date, each percentage point of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall be converted into and exchanged for .176980 percent of the newly issued shares of ASSOCIATED AIR PRODUCTS, INC. in accordance with this Plan. Each percentage point of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall, without more, be converted into and exchanged for .519477 percent of the newly issued shares of shares of Surviving Corp.'s stock.

3. **Satisfaction of Rights of Disappearing Corp. Shareholders.** All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'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. **Effect of Merger.** On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

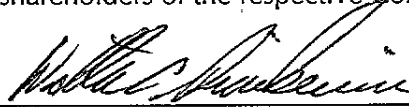
5. **Supplemental Action.** If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving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

6. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit

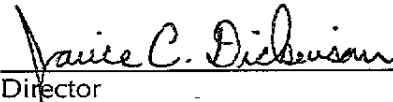
to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. **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 §607.1103 of the Act.

8. **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, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.



Director



Director



Director

EXHIBIT "C"

**PLAN OF MERGER OF
ASSOCIATED AIR PRODUCTS, INC.
AND
ASSOCIATED BUILDING SERVICES, INC.**

Merger between ASSOCIATED AIR PRODUCTS, INC., (the "Surviving Corp.") and ASSOCIATED BUILDING SERVICES, INC., (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§607.1101, et seq., of the Florida Business Corporation Act (the "Act").

1. **Articles of Incorporation.** The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. **Distribution to Shareholders of the Constituent Corporations.** On the Effective Date, each percentage point of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall be converted into and exchanged for .097588 percent of the newly issued shares of ASSOCIATED AIR PRODUCTS, INC., in accordance with this Plan. Each percentage point of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall be converted into and exchanged for .519477 percent of the newly issued shares of shares of Surviving Corp.'s stock.

3. **Satisfaction of Rights of Disappearing Corp. Shareholders.** All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'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. **Effect of Merger.** On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

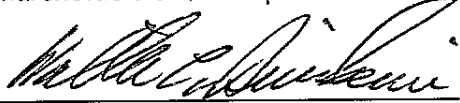
5. **Supplemental Action.** If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving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

6. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit

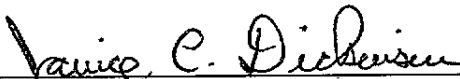
to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. **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 §607.1103 of the Act.

8. **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, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.



Director



Director



Director

EXHIBIT "D"

**PLAN OF MERGER OF
ASSOCIATED AIR PRODUCTS, INC.
AND
ASSOCIATED DISTRIBUTORS OF SOUTH FLORIDA, INC.**

Merger between ASSOCIATED AIR PRODUCTS, INC., (the "Surviving Corp.") and ASSOCIATED DISTRIBUTORS OF SOUTH FLORIDA, INC., (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with §§607.1101, *et seq.*, of the Florida Business Corporation Act (the "Act").

1. **Articles of Incorporation.** The Articles of Incorporation of Surviving Corp., as in effect immediately before the Effective Date of the Merger (the "Effective Date") shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. **Distribution to Shareholders of the Constituent Corporations.** On the Effective Date, each percentage point of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall be converted into and exchanged for .023679 percent of the newly issued shares of ASSOCIATED AIR PRODUCTS, INC., in accordance with this Plan. Each percentage point of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall be converted into and exchanged for .519477 percent of the newly issued shares of shares of Surviving Corp.'s stock.

3. **Satisfaction of Rights of Disappearing Corp. Shareholders.** All shares of Surviving Corp.'s stock into which shares of Disappearing Corp.'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. **Effect of Merger.** On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in §607.1106 of the Act.

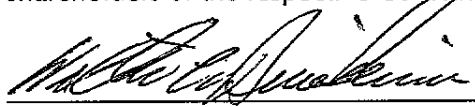
5. **Supplemental Action.** If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Surviving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


6. **Filing with the Florida Secretary of State and Effective Date.** On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents (or Vice Presidents) to execute Articles of Merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an exhibit

to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with §607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date," which shall be the filing date of the Articles.

7. **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 §607.1103 of the Act.

8. **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, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.


Director


Director


Director