

398484

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32302
(850) 224-8370 • 1-800-342-8062 • Fax (850) 222-1222

Orange State Plumbing,
Inc.

900002631059--0

-09/02/98--01032--015

****122.50 ****122.50

Art of Inc. File

LLD Partnership File

Foreign Corp. File

L.C. File

Fictitious Name File

Trade/Service Mark

✓ Merger File

Art. of Amend. File

RA Resignation

Dissolution / Withdrawal

Annual Report / Reinstatement

✓ Cert. Copy

Photo Copy

Certificate of Good Standing

Certificate of Status

Certificate of Fictitious Name

Corp Record Search

Officer Search

Fictitious Search

Fictitious Owner Search

Vehicle Search

Driving Record

UCC 1 or 3 File

UCC 11 Search

UCC 11 Retrieval

Courier

FILED

98 SEP -9 PM 1:55

RECEIVED

98 SEP -2 AM 10:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DIVISION OF CORPORATION

Merger
Signature

See 9/10

Requested by:

Name

Date

Time

Walk-In

Will Pick Up

9/2

9:35



FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham
Secretary of State

September 4, 1998

CAPITAL CONNECTION, INC.

TALLAHASSEE, FL

SUBJECT: MATHES AND SON, INC.
Ref. Number: 398484

We have received your document for MATHES AND SON, INC. and your check(s) totaling \$122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

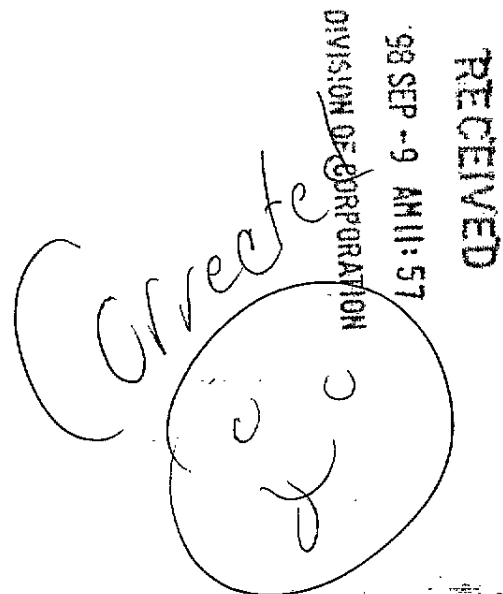
The current name of the entity is as referenced above. Please correct your document accordingly.

Please return 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) 487-6908.

Teresa Brown
Corporate Specialist

Letter Number: 498A00045298



ARTICLES OF MERGER
Merger Sheet

MERGING:

ORANGE STATE PLUMBING, INC., a Florida corporation, H66242

INTO

MATHES AND SON, INC. which changed its name to

TROPICAL PLUMBING, INC., a Florida corporation, 398484

File date: September 9, 1998

Corporate Specialist: Teresa Brown

**ARTICLES OF MERGER
OF
ORANGE STATE PLUMBING, INC.
INTO
MATHES AND SON, INC.**

FILED
98 SEP -9 PM 1:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the Section 607.1105 of the Florida Statutes, the undersigned corporations, **MATHES AND SON, INC.**, a Florida corporation, and **ORANGE STATE PLUMBING, INC.**, a Florida corporation, adopt the following Articles of Merger for the purpose of merging **ORANGE STATE PLUMBING, INC.** into **MATHES AND SON, INC.**:

Plan of Merger

1. The Plan of Merger setting forth the terms and conditions of the merger of **ORANGE STATE PLUMBING, INC.** into **MATHES AND SON, INC.** is attached to these Articles as an exhibit and incorporated herein by reference.

Adoption of Plan

2. There are fifty (50) shares of common stock, each of \$1.00 par value of **ORANGE STATE PLUMBING, INC.** issued and outstanding that were entitled to vote on the Plan of Merger. Fifty (50) shares were voted in favor of the Plan of Merger, and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of **ORANGE STATE PLUMBING, INC.** held on September 8, 1998.

3. There are sixty (60) shares of common stock, each of \$1.00 par value of **MATHES AND SON, INC.** issued and outstanding that were entitled to vote on the Plan of Merger. Sixty (60) shares were voted in favor of the Plan of Merger, and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of **MATHES AND SON, INC.** held on September 8, 1998.

Effective Date

4. The Plan of Merger shall be effective on the filing of these Articles with the Department of State.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to be signed as of September 8, 1998.

MATHES AND SON, INC.

By: Robert K. Mathes
ROBERT K. MATHES, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by, ROBERT K. MATHES, President of MATHES AND SON, Inc., who is personally known to me, this 8th day of September, 1998.

Lynn S. Scott
Notary Public State of Florida
Lynn S. Scott
Notary Public, State of Florida
Commission No. CC 585912
My Commission Exp. 09/17/2000
Issued Through Fla. Notary Service & Bonding Co.

ORANGE STATE PLUMBING, INC.

By: William R. Daughtry, Jr.
WILLIAM R. DAUGHTRY, JR., President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by, WILLIAM R. DAUGHTRY, JR., President of Orange State Plumbing, Inc., who is personally known to me, this 8th day of September, 1998.

Lynn S. Scott
Notary Public State of Florida

~~~~~  
Lynn S. Scott  
Notary Public, State of Florida  
Commission No. CC 585912  
My Commission Exp. 09/17/2000  
Issued Through Fla. Notary Service & Bonding Co.  
~~~~~

PLAN AND AGREEMENT OF REORGANIZATION

by merger of
ORANGE STATE PLUMBING, INC.
with and into
MATHES AND SON, INC.
under the name of
TROPICAL PLUMBING, INC.

This is a Plan and Agreement of Merger (Agreement) between ORANGE STATE PLUMBING, INC., a Florida corporation (the Merging Corporation), and MATHES AND SON, INC., a Florida corporation (the Surviving Corporation.)

ARTICLE 1. PLAN OF MERGER

1.01 A plan of merger of ORANGE STATE PLUMBING, INC. and MATHES AND SON, INC., pursuant to Section 607.1101 of the Florida Statutes and Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) ORANGE STATE PLUMBING, INC. shall be merged with MATHES AND SON, INC., to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be TROPICAL PLUMBING, INC.

(c) When this agreement shall become effective, the separate corporate existence of ORANGE STATE PLUMBING, INC. shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of ORANGE STATE PLUMBING, INC. and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of ORANGE STATE PLUMBING, INC., as well as with the assets of MATHES AND SON, INC..

(e) The shareholders of ORANGE STATE PLUMBING, INC. will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of ORANGE STATE PLUMBING, INC. surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock.

(g) The shareholders of MATHES AND SON, INC. will retain their shares as shares of the Surviving Corporation.

(h) (1) Article First of the Articles of Incorporation of MATHES AND SON, INC. is

amended to read as follows: The name of this corporation shall be TROPICAL PLUMBING, INC.

(2) Article Third of the Articles of Incorporation of MATHES AND SON, INC. is amended to read as follows: The maximum number of shares the corporation authorized to have outstanding at any one time is one thousand (1,000) shares of par value common stock, all stock to be fully paid and nonassessable at the value of \$1.00 per share.

(3) Except as amended in Subparagraph (h)(1), the Articles of Incorporation of MATHES AND SON, INC. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

Effective Date

1.02 The effective date of the merger (Effective Date) shall be the date and time of filing these Articles of Merger with the Secretary of State.

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS

2.01 As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, ORANGE STATE PLUMBING, INC. represents and warrants to the Surviving Corporation as follows:

(a) ORANGE STATE PLUMBING, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. ORANGE STATE PLUMBING, INC. is not required to be qualified to be a foreign corporation to transact business in any other jurisdiction.

(b) ORANGE STATE PLUMBING, INC. has an authorized capitalization of \$100.00, consisting of 100 shares of common stock, each of \$1.00 par value, of which 50 shares are validly issued and outstanding, fully paid, and nonassessable on the date of this Agreement.

(c) ORANGE STATE PLUMBING, INC. has furnished the Surviving Corporation with the unaudited balance sheet of ORANGE STATE PLUMBING, INC. as of December 31, 1997 and the related unaudited statement of income for the twelve months then ended, and an interim unaudited balance sheet (the Balance Sheet) as of April 30, 1998 (the Balance Sheet) and the related statement of income for the April 30, 1998 month period then ended. These financial

statements (i) are in accordance with the books and records of ORANGE STATE PLUMBING, INC.; (ii) fairly present the financial condition of ORANGE STATE PLUMBING, INC. as of those dates and the results of its operations as of and for the periods specified, all prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior accounting periods; and (iii) contain and reflect, in accordance with generally accepted accounting principles consistently applied, reserves for all liabilities, losses, and costs in excess of expected receipts and all discounts and refunds for services and products already rendered or sold that are reasonably anticipated and based on events or circumstances in existence or likely to occur in the future with respect to any of the contracts or commitments of ORANGE STATE PLUMBING, INC.. Specifically, but not by way of limitation, the Balance Sheet discloses, in accordance with generally accepted accounting principles, all of the debts, liabilities, and obligations of any nature (whether absolute, accrued, contingent, or otherwise, and whether due or to become due) of ORANGE STATE PLUMBING, INC. at the Balance Sheet Date, and includes appropriate reserves for all taxes and other liabilities accrued or due at that date but not yet payable.

(d) All required federal, state, and local tax returns of ORANGE STATE PLUMBING, INC. have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been paid. ORANGE STATE PLUMBING, INC. has not been delinquent in the payment of any tax or assessment.

Survivor

2.02 As a material inducement to ORANGE STATE PLUMBING, INC. to execute this Agreement and perform its obligations under this Agreement, MATHES AND SON, INC. represents and warrants to ORANGE STATE PLUMBING, INC. as follows:

(a) MATHES AND SON, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. MATHES AND SON, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) MATHES AND SON, INC. has an authorized capitalization of \$500.00, consisting of 100 shares of common, each of \$5.00 par value. As of the date of this Agreement, 60 shares of the common stock are validly issued and outstanding, fully paid, and nonassessable.

Securities Law

2.03 The parties will mutually arrange for and manage all necessary procedures under

the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all antifraud restrictions in this area.

ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE

Interim Conduct of Business; Limitations

3.01 Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of MATHES AND SON, INC., pending consummation of the merger, ORANGE STATE PLUMBING, INC. shall not:

- (a) Create or issue any indebtedness for borrowed money.
- (b) Enter into any transaction other than those involved in carrying on its ordinary course of business.

Submission to Shareholders

3.02 This Agreement shall be submitted separately to the shareholders of the constituent corporations in the manner provided by the laws of the State of Florida for approval.

Conditions Precedent to Obligations of ORANGE STATE PLUMBING, INC.

3.03 Except as may be expressly waived in writing by ORANGE STATE PLUMBING, INC., all of the obligations of ORANGE STATE PLUMBING, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by MATHES AND SON, INC.:

- (a) The representations and warranties made by MATHES AND SON, INC. to ORANGE STATE PLUMBING, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If MATHES AND SON, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties

on or before the Effective Date, it shall report that discovery immediately to ORANGE STATE PLUMBING, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from ORANGE STATE PLUMBING, INC..

(b) MATHES AND SON, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) MATHES AND SON, INC. shall have delivered to ORANGE STATE PLUMBING, INC. an opinion of, counsel for MATHES AND SON, INC., dated the Effective Date, to the effect that:

- (1) MATHES AND SON, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of MATHES AND SON, INC.. MATHES AND SON, INC. has no subsidiaries.
- (2) The execution, the delivery, and the performance of this Agreement by MATHES AND SON, INC. has been duly authorized and approved by requisite corporate action of MATHES AND SON, INC.
- (3) This Agreement and the instruments delivered to ORANGE STATE PLUMBING, INC. under this Agreement have been duly and validly executed and delivered by MATHES AND SON, INC. and constitute the valid and binding obligations of MATHES AND SON, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) MATHES AND SON, INC. shall have delivered to ORANGE STATE PLUMBING, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.03.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) All corporate and other proceedings and action taken in connection with the transactions contemplated by this Agreement and all certificates, opinions, agreements, instruments, and documents shall be satisfactory in form and substance to counsel for ORANGE STATE PLUMBING, INC.

**Conditions Precedent to Obligations
of MATHES AND SON, INC.**

3.04 Except as may be expressly waived in writing by MATHES AND SON, INC., all of the obligations of MATHES AND SON, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by ORANGE STATE PLUMBING, INC.:

(a) The representations and warranties made by ORANGE STATE PLUMBING, INC. to MATHES AND SON, INC. in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If ORANGE STATE PLUMBING, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to MATHES AND SON, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from MATHES AND SON, INC..

(b) ORANGE STATE PLUMBING, INC. shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

(c) ORANGE STATE PLUMBING, INC. shall have delivered to MATHES AND SON, INC. an opinion of, counsel for ORANGE STATE PLUMBING, INC., dated the Effective Date, to the effect that:

- (1) ORANGE STATE PLUMBING, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of ORANGE STATE PLUMBING, INC.. ORANGE STATE PLUMBING, INC. has no subsidiaries.
- (2) The execution, the delivery, and the performance of this Agreement by ORANGE STATE PLUMBING, INC. has been duly authorized and

approved by requisite corporate action of ORANGE STATE PLUMBING, INC.

- (3) This Agreement and the instruments delivered to MATHES AND SON, INC. under this Agreement have been duly and validly executed and delivered by ORANGE STATE PLUMBING, INC. and constitute the valid and binding obligations of ORANGE STATE PLUMBING, INC., enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) ORANGE STATE PLUMBING, INC. shall have delivered to MATHES AND SON, INC. a certificate, dated the Effective Date, executed in its corporate name by the President and Secretary of ORANGE STATE PLUMBING, INC. and certifying to the satisfaction of the conditions specified in Subparagraphs (a), (b), and (f)] of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

(f) Each stockholder shall have delivered a letter to MATHES AND SON, INC. containing the indemnity agreement and other provisions prescribed in Paragraph 7.02 of this Agreement.

(g) WILLIAM R. DAUGHTRY, JR. shall have entered into an employment agreement with MATHES AND SON, INC. in a form mutually agreed on by the parties to this Agreement. The Agreement shall include but not be limited to a minimum term of 10 years, a minimum salary of \$41,600 per year, the funding of a suitable vehicle, stock options, and buy sell provisions, as well as vacation provision. The Agreement shall also contain the consent of Robert K. Mathes to transfer to William R. Daughtry, Jr. upon Robert K. Mathes death, by Will or otherwise, sufficient outstanding common stock of the surviving corporation so that William R. Daughtry, Jr. will own at least 50% of the outstanding shares of the surviving corporation.

ARTICLE 4. MANNER OF CONVERTING SHARES

Manner

4.01 The holders of share of ORANGE STATE PLUMBING, INC. shall surrender their shares to the Secretary of MATHES AND SON, INC., after the Effective Date, in exchange for shares of the Surviving Corporation to which they are entitled under this Article 4.

Basis

4.02 The shareholder of ORANGE STATE PLUMBING, INC. shall be entitled to receive 245 of shares of common stock of the Surviving Corporation, each of \$1.00 par value, being 49 percent of the total outstanding common stock of the surviving corporation.

Shares of Survivor

4.03 The currently outstanding 60 shares of common stock of MATHES AND SON, INC., each of \$5.00 par value, shall be surrendered to MATHES AND SON, INC. and the surrendering shareholder shall be entitled to receive 255 shares of common stock, each of \$1.00 par value of the Surviving Corporation, being 51 percent of the total outstanding common stock of the surviving corporation.

ARTICLE 5. DIRECTORS AND OFFICERS

Directors and Officers of Survivor

5.01 On the Effective Date, the names of the Directors and principal officers of the Surviving Corporation who shall hold office until the next annual meeting of the shareholders of the Surviving Corporation or until their respective successors have been elected or appointed and qualified are:

- | | | |
|-----|-----------------|--------------------------|
| (a) | Directors: | ROBERT K. MATHES |
| (b) | Officers: | |
| | President: | WILLIAM R. DAUGHTRY, JR. |
| | Vice President: | ROBERT K. MATHES |
| | Secretary: | LINDA C. WINKLER |

ARTICLE 6. BYLAWS

Bylaws of Survivor

6.01 The bylaws of MATHES AND SON, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES, INDEMNIFICATION, AND EXPENSES OF NONSURVIVOR

Nature and Survival of Representations and Warranties

7.01 All statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of ORANGE STATE PLUMBING, INC., MATHES AND SON,

INC., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

Indemnification

7.02 ORANGE STATE PLUMBING, INC. agrees that on or prior to the Effective Date it shall obtain from the stockholders an agreement under which the stockholders shall:

(a) Make those representations and warranties to MATHES AND SON, INC. as are described in Article 2 of this Agreement, as of the Effective Date;

(b) Agree that the representations and warranties made by him or her shall survive for a period of three years after the Effective Date;

(c) Agree to indemnify MATHES AND SON, INC. for misrepresentation or breach of any warranty made to MATHES AND SON, INC.; and

(d) Agree to pay all expenses incurred or to be incurred by or on behalf of ORANGE STATE PLUMBING, INC. in excess of \$100.00 in connection with and arising out of this Agreement.

Expenses

7.03 ORANGE STATE PLUMBING, INC. will cause the stockholders to pay all expenses in excess of \$100.00 incurred by ORANGE STATE PLUMBING, INC. in connection with and arising out of this Agreement and the transactions contemplated by this Agreement, including without limitation all fees and expenses of ORANGE STATE PLUMBING, INC.'s counsel and accountants (none of which shall be charged to ORANGE STATE PLUMBING, INC.). If the transactions contemplated by this Agreement are not consummated, either ORANGE STATE PLUMBING, INC. or the stockholders shall pay such expenses of ORANGE STATE PLUMBING, INC. as the stockholders and ORANGE STATE PLUMBING, INC. may then determine. ORANGE STATE PLUMBING, INC. shall bear those expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement.

ARTICLE 8. TERMINATION

Circumstances

8.01 This Agreement may be terminated and the merger may be abandoned at any time

prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of either of the constituent corporations:

- (a) By mutual consent of the Board of Directors of the constituent corporations.
- (b) At the election of the Board of Directors of either constituent corporation if:
 - (1) The number of shareholders of either constituent corporation, or of both, dissenting from the merger shall be so large as to make the merger, in the opinion of either board of Directors, inadvisable or undesirable.
 - (2) Any material litigation or proceeding shall be instituted or threatened against either constituent corporation, or any of its assets, that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (3) Any legislation shall be enacted that, in the opinion of either Board of Directors, renders the merger inadvisable or undesirable.
 - (4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of either Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of either constituent corporation.
- (c) At the election of the Board of Directors of ORANGE STATE PLUMBING, INC. if the Commissioner of Internal Revenue shall not have ruled, in substance, that for federal income tax purposes the merger will qualify as a reorganization under Section 368(a)(1)(A) of the Internal Revenue Code and that no gain or loss will be recognized to the shareholders of ORANGE STATE PLUMBING, INC. on the exchange of their common stock for stock of the Surviving Corporation.
- (d) At the election of the Board of Directors of MATHES AND SON, INC. if without the prior consent in writing of MATHES AND SON, INC., ORANGE STATE PLUMBING, INC. shall have:
 - (1) Declared or paid a cash dividend on its common stock in excess of \$.00 per share, or declared or paid any other dividend or made any other distribution on its shares.
 - (2) Created or issued any indebtedness for borrowed money.
 - (3) Entered into any transaction other than those involved in carrying on its business in the usual manner.

Notice of and Liability on Termination

8.02 If an election is made to terminate this agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation whose Board of Directors has made the election shall give immediate written notice of the election to the other constituent corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of either constituent corporation as a result of the termination and abandonment.

ARTICLE 9. INTERPRETATION AND ENFORCEMENT

Further Assurances

9.01 ORANGE STATE PLUMBING, INC. agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to be executed and delivered all deeds and other instruments. ORANGE STATE PLUMBING, INC. further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

Notices

9.02 Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed as follows:

(a) In the case of ORANGE STATE PLUMBING, INC., to: WILLIAM R. DAUGHTRY, JR., JR., 1206 Grey Fox Hollow Drive, Winter Haven, Florida 33880 or to such other person or address as ORANGE STATE PLUMBING, INC. may from time to time request in writing.

(b) In the case of MATHES AND SON, INC., to: ROBERT K. MATHES, Post Office Box 905, Eagle Lake, Florida 33839 or to such other person or address as MATHES AND SON, INC. may from time to time request in writing.

Entire Agreement; Counterparts

9.03 This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be


executed in any number of counterparts, all of which taken together shall be deemed one original.

Controlling Law

9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement was executed on September 8, 1998.

ORANGE STATE PLUMBING, INC.


WILLIAM R. DAUGHTRY, JR.
President


STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by, WILLIAM R. DAUGHTRY, JR., President of Orange State Plumbing, Inc., who is personally known to me, this September 8, 1998.

~~~~~  
Lynn S. Scott  
Notary Public, State of Florida  
Commission No. CC 585912  
My Commission Exp. 09/17/2000  
Bonded Through Fla. Notary Service & Bonding Co.  
~~~~~


Notary Public State of Florida

MATHES AND SON, INC.


ROBERT K. MATHES
President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by, ROBERT K. MATHES, President of MATHES AND SON, Inc., who is personally known to me, this September 8, 1998.


Notary Public State of Florida

~~~~~  
Lynn S. Scott  
Notary Public, State of Florida  
Commission No. CC 585912  
My Commission Exp. 09/17/2000  
Bonded Through Fla. Notary Service & Bonding Co.  
~~~~~