

L08000023777

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

G. MCLEOD

MAY 12 2009

EXAMINER



300155655233

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
09 MAY - 8 PM 1:40

05/08/09--01020--021 **78.75

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Aragon Pools & Spas, LLC

Name of Surviving Party

Please return all correspondence concerning this matter to:

Tyler B. Korn, Esq.

Contact Person

The Korn Law Firm, P.L.

Firm/Company

5150 Tamiami Trail N., Suite 302

Address

Naples, Florida 34103

City, State and Zip Code

tkorn@korntax.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Tyler B. Korn, Esq.

Name of Contact Person

at (239)

354-4300

Area Code and Daytime Telephone Number

☒ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

ARTICLES OF MERGER

The following Articles of Merger are submitted to merge the following Florida Profit Corporation and Aragon Pools & Spas, LLC in accordance with Sections 608.4382 and 607.1109, Florida Statutes.

FIRST: The exact name, entity type, and jurisdiction for each of the merging parties are as follow:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>	<u>FL Doc. No.</u>
Slusser Pools, Inc.	Florida	Profit Corporation	P01000075914
Aragon Pools & Spas, LLC	Florida	LLC	L08000023777

SECOND: The exact name, entity type, and jurisdiction of the surviving party are as follow:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Aragon Pools & Spas, LLC	Florida	Limited Liability Company

THIRD: The attached Plan of Merger was approved by each domestic corporation and limited liability company that is a party to the merger in accordance with the respectively applicable provisions of Chapters 607 and 608, Florida Statutes.

FOURTH: The attached Plan of Merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: The effective date of the merger is the date of this document's filing by the Florida Department of State.

SIXTH: The surviving party is a domestic, Florida entity, and its principal office address is as follows:

4148 Corporate Square, Suite A
Naples, FL 34104

SLUSSER POOLS, INC.

By: 

Jamie D. Fidler, President

ARAGON POOLS & SPAS, LLC

By: 

Jamie D. Fidler, Managing Member

By: 

Monica A. Fidler, Managing Member

FILED
SECRETARY OF STATE
DIVISION OF CORPORATE AND
09 MAY - 8 PM 1:40

**AGREEMENT AND PLAN OF MERGER
BETWEEN
ARAGON POOLS & SPAS, LLC
AND
SLUSSER POOLS, INC.**

WHEREAS, this Agreement and Plan of Merger (the "Agreement"), dated as of April 24, 2009, is made pursuant to the authority granted by Chapters 607 and 608, Florida Statutes by and between Aragon Pools & Spas, LLC (the "Surviving Company") and Slusser Pools, Inc (the "Merging Company").

WHEREAS, The Surviving Company is a Florida limited liability company that has elected Subchapter S status under Section 1362 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Merging Company is a Florida profit corporation that has also elected Subchapter S status under Section 1362 of the Code.

WHEREAS, the Merging Company has an authorized capitalization of 1,000 shares of common stock, par value \$1.00 per share ("Merging Company Common Stock"), of which 1,000 shares are issued and outstanding on the date hereof, all of which are owned by Jamie D. Fidler and Monica A. Fidler.

WHEREAS, the capital ownership of the Surviving Company is represented by non-certificated percentage interests, as set forth in the Surviving Company's Operating Agreement.

WHEREAS, the Board of Directors of the Merging Company and the Managing Members of the Surviving Company have determined that it is advisable and in the best interests of their respective Companies and owners to enter into a business combination by means of the merger of their respective Companies, and have approved and adopted the merger, this Agreement, and the transactions contemplated hereby (the "Merger").

WHEREAS, for United States income tax purposes, it is intended that the Merger shall qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(C) of the Code, and that this Agreement shall be, and hereby is, adopted as a plan of reorganization within the meaning of Section 368(a)(1)(C) of the Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, and covenants contained in this Agreement, the undersigned, being the holder of all of the voting shares of both Companies, does hereby approve the following Agreement:

1. Names. The names of the Companies planning to merge are (i) Slusser Pools, Inc., a Florida profit corporation and (ii) Aragon Pools & Spas, LLC, a Florida *limited liability company*.

2. Effective Date. The effective date of the Merger shall be April 24, 2009 (the "Effective Date"). On or after the Effective Date and subject to the terms and conditions hereof, the parties hereto shall cause the appropriate articles of merger (the "Articles of Merger"), complying with the applicable provisions of the Florida statutes, to be properly executed and filed with the Florida Department of State.

3. Management of Surviving Company. The Surviving Company shall continue to be managed by Jamie D. Fidler and Monica A. Fidler as Managing Members, pursuant to the terms and conditions of the Surviving Company's Operating Agreement.

4. Merger. In accordance with the provisions of this Agreement and the relevant sections of the Florida statutes, at the Effective Date the Merging Company shall be merged with and into the Surviving Company and the separate corporate existence of the Merging Company shall terminate and cease. Each share of Merging Company Common Stock that is issued and outstanding immediately prior to the Effective Date of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist. The Surviving

Company shall continue its corporate existence under the laws of the State of Florida, and the Merging Company shall be liquidated.

5. Assets and Liabilities. Pursuant to that certain Asset Purchase Agreement, dated as of April 24, 2009, by and between the Companies, the Surviving Company shall acquire, and the Merging Company shall transfer to the Surviving Company, one hundred percent (100%) of Merging Company's properties and assets, in exchange solely for a Percentage Interest (as such term is defined in the Surviving Company's Operating Agreement) in the Surviving Company equal to twenty-five percent (25%). The Surviving Company shall take and receive Merging Company's properties and assets subject to no liabilities other than any claim, suit or arbitration that was duly noticed to Merging Company prior to the Effective Date.

6. Tax Effect. It is intended by the parties hereto that the Merger shall constitute a tax-free reorganization within the meaning of Section 368(a)(1)(C) of the Code.

7. Terms and Conditions of Merger. The One Thousand (1,000) shares of common stock of the Merging Company, owned by Jamie D. Fidler and Monica A. Fidler shall be converted into a limited liability company membership interest in the Surviving Company with a Percentage Interest (as such term is defined in the Surviving Company's Operating Agreement) equal to twenty-five percent (25%).

8. No Approvals; No Conflicts. The execution, delivery and performance by the Companies of this Agreement and the consummation of the transactions contemplated hereby will not (a) constitute a material violation (with or without the giving of notice or lapse of time, or both) of any provision of law or any judgment, decree, order, regulation or rule of any court or other governmental authority applicable to either of the Companies; (b) require any consent, approval or authorization of, or declaration, filing or registration with, any person, corporation, partnership, joint venture, association, organization,

other entity or governmental or regulatory authority except (i) the filing of all documents with the Florida Department of State necessary to consummate the Merger, and (ii) the approval by the owners of the Companies of the transactions contemplated hereby, as provided under (x) the applicable provisions of the Florida Statutes, the (y) Articles of Incorporation and Bylaws of the Merging Company, and (z) the Articles of Organization and Operating Agreement of the Surviving Company; or (c) result in a material default (with or without the giving of notice or lapse of time, or both) under, or acceleration or termination of, or the creation in any party of the right to accelerate, terminate, modify or cancel, any material agreement, lease, note or other restriction, encumbrance, obligation or liability to which either of the Companies is a party or by which they are bound or to which any assets of either of the Companies are subject.

9. Legal Action. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each of the Companies agrees to use its reasonable diligent efforts to have the Injunction lifted.

10. Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

11. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in

an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

12. Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

13. Amendment. The Surviving Company shall have the authority to amend this Agreement if it determines that such amendment is appropriate (a) to cure ambiguities, inconsistencies or defects in this Agreement, or (b) to enable the Surviving Company to more conveniently or efficiently manage or administer its business. Any such amendment shall be made in writing, dated and signed by the Surviving Company. This power to amend shall be exercisable by the Surviving Company only in a fiduciary capacity with respect to the beneficial owners of the Merging Company.

14. Assignment. This Agreement shall not be assigned by operation of law or otherwise.

15. Parties of Interest. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

16. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

17. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger as of the day and year first above written.

SLUSSER POOLS, INC.

By: 

Jamie D. Fidler, President

ARAGON POOLS & SPAS, LLC

By: 

Jamie D. Fidler, Managing Member

By: 

Monica A. Fidler, Managing Member