

10/30/2020

# L20000111652

Division of Corporations

## Florida Department of State

### Division of Corporations Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet.** Type the fax audit number (shown below) on the top and bottom of all pages of the document.

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To:

Division of Corporations  
Fax Number : (850)617-6380

From:

Account Name : CAPITOL SERVICES, INC.  
Account Number : I20160000017  
Phone : (855)498-5500  
Fax Number : (800)432-3622

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

### MERGER OR SHARE EXCHANGE TTI HOLDINGS, LLC

Certificate of Status	0
Certified Copy	1
Page Count	06
Estimated Charge	\$83.75

\$105.00

FILED  
FLORIDA DEPT OF STATE  
DIVISION OF CORPORATIONS  
20 OCT 30 PM 3:10

Electronic Filing Menu

Corporate Filing Menu

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November 2, 2020

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

TTI HOLDINGS, LLC  
12781 U.S. HIGHWAY 41 S.  
GIBSONTOWN, FL 33534

\*\*\*PLEASE GIVE ORIGINAL SUBMISSION DATE  
AS THE FILE DATE - 10/30/20\*\*\*\*\*

SUBJECT: TTI HOLDINGS, LLC  
REF: L20000111652

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

Please use our form to file the merger. We are not sure how many companies are merging.

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) 245-6050.

Yasemin Y Sulker  
Regulatory Specialist III

FAX Aud. #: H20000378385  
Letter Number: 820A00021883

**Articles of Merger  
For  
Florida Limited Liability Company**

RECEIVED  
CLERK OF STATE  
20 OCT 30 PM 5:10  
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>General Engineering of Tampa, LLC</u>	<u>Florida</u>	<u>L20-111872</u> Limited liability company
<u>General Engineering, LLC</u>	<u>Florida</u>	<u>L20-111892</u> Limited liability company

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
<u>TTI Holdings, LLC</u>	<u>Florida</u>	<u>L20-111692</u> Limited liability company

**THIRD:** The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

The surviving company is TTI Holdings, LLC. Upon the Effective Date of these Articles of Merger, the Surviving Company's name shall be changed to Precision Build Solutions, LLC.

**FOURTH:** Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FIFTH:** This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

**SIXTH:** If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

**SEVENTH:** Signature(s) for Each Party:

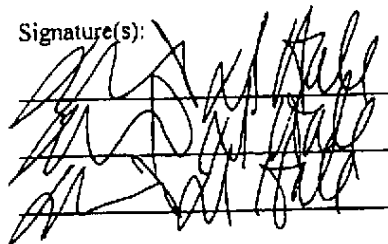
Name of Entity/Organization:

TTI Holdings, LLC

General Engineering of Tampa, LLC

General Engineering, LLC

Signature(s):



Typed or Printed  
Name of Individual:

David D. Hale

David D. Hale

David D. Hale

Corporations:

General partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer  
(If no directors selected, signature of incorporator.)

Signature of a general partner or authorized person

Signatures of all general partners

Signature of a general partner

Signature of an authorized person

**Fees:** For each Limited Liability Company:  
For each Limited Partnership:  
For each Other Business Entity:

\$25.00  
\$52.50  
\$25.00

For each Corporation:  
For each General Partnership:  
**Certified Copy (optional):**

\$35.00  
\$25.00  
\$30.00

## AGREEMENT, PLAN AND ARTICLES OF MERGER

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER (this "**Plan**") dated October 28, 2020, by and between TTI Holdings, LLC, a Florida limited liability company ("**TTI**"), having its principal place of business at 12781 U.S. Highway 41 S. Gibsonton, Florida 33534, General Engineering of Tampa, LLC, a Florida limited liability company and wholly owned subsidiary of TTI ("**GE of Tampa**"), having its principal place of business at 12781 U.S. Highway 41 S. Gibsonton, Florida 33534, and General Engineering, LLC, a Florida limited liability company and wholly owned subsidiary of TTI ("**GE**"), having its principal place of business at 12781 U.S. Highway 41 S. Gibsonton, Florida 33534, such companies being hereinafter collectively referred to as the "**Constituent Companies**."

### WITNESSETH:

WHEREAS, TTI is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on November 23, 1994 and converted from a Florida corporation to a Florida limited liability company on April 27, 2020; and

WHEREAS, GE of Tampa is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on January 12, 1981 and converted from a Florida corporation to a Florida limited liability company on April 27, 2020; and

WHEREAS, GE is a limited liability company duly organized and existing under the laws of the State of Florida, having been formed on October 16, 1978 and converted from a Florida corporation to a Florida limited liability company on April 27, 2020; and

WHEREAS, the respective members and managers of TTI deem it advisable and in the best interests of the Constituent Companies that GE of Tampa and GE be merged with and into TTI as the surviving company, and such members and managers have duly approved the execution, delivery and performance of this Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. MERGER AND NAME OF SURVIVING COMPANY. At the Effective Date, as hereinafter defined, GE of Tampa and GE shall be merged with and into TTI which is hereby designated as the "**Surviving Company**." The Surviving Company's name shall be Precision Build Solutions, LLC.

2. TERMS AND CONDITIONS OF MERGER. The terms and conditions of the merger are as follows:

(a) The Constituent Companies shall be a single company, which shall be Precision Build Solutions, LLC, the company designated herein as the Surviving Company.

(b) The separate existence of GE of Tampa shall cease.

(c) The separate existence of GE shall cease.

(d) The Surviving Company shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of each Constituent Company. All of the rights, privileges, powers and franchises of each Constituent Company, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Company on whatever account, belonging to each Constituent Company shall be vested in the Surviving Company. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Company just as they were of the respective Constituent Companies. The title to any real estate vested by deed or otherwise in either Constituent Company shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Company shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Company shall be prosecuted as if the merger had not taken place, or the Surviving Company may be substituted in such action or proceeding.

(e) All acts, plans, policies, contracts, approvals and authorizations of GE of Tampa and GE and their respective managers, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Company and shall be as effective and binding thereon as the same were with respect to GE of Tampa or GE, as applicable.

(f) The assets, liabilities, reserves and accounts of each Constituent Company shall be recorded on the books of the Surviving Company at the amounts at which they, respectively, shall then be carried on the books of such Constituent Company subject to such adjustments as may be appropriate in giving effect to the merger.

(g) The managers and officers of TTI as of the Effective Date shall be the managers and officers of the Surviving Company.

### 3. TREATMENT OF UNITS.

(a) Each issued and outstanding Unit of TTI at the Effective Date shall remain issued and outstanding without any action on the part of the holder thereof.

(b) Any and all issued and outstanding Units of GE of Tampa at the Effective Date shall be cancelled without any action on the part of the holder thereof.

(c) Any and all issued and outstanding Units of GE at the Effective Date shall be cancelled without any action on the part of the holder thereof.

4. ARTICLES OF ORGANIZATION; OPERATING AGREEMENT. The Articles of Organization of TTI as existing and constituted immediately prior to the Effective Date shall be and constitute the Articles of Organization of the Surviving Company except that Article I of such Articles of Organization shall be amended to provide that the name of the Surviving Company shall be Precision Build Solutions, LLC. The Operating Agreement of TTI as existing immediately prior to the Effective Date shall be and constitute the Operating Agreement of the Surviving Company.

5. APPROVALS. This Plan was unanimously approved by each domestic merging entity, and the respective managers and members of each Constituent Company on October 28, 2020 in accordance with the laws of the State of Florida.

6. APPRAISAL PAYMENT. The Surviving Company hereby agrees to pay any members of the Constituent Companies with appraisal rights the amount to which such members are entitled under the provisions of Chapter 605 of the Florida Statutes.

7. EFFECTIVE DATE. This Plan and the merger contemplated hereunder shall become effective upon the filing of this Plan with the Florida Secretary of State in accordance with the Florida Limited Liability Company Act. The date on which such merger shall become effective is herein called the "**Effective Date.**"

8. OTHER PROVISIONS WITH RESPECT TO MERGER.

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the managers and members of the Constituent Companies, by mutual consent of the Constituent Companies, expressed by action of their respective managers and members.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, this Plan may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(c) This Plan and the legal relations between the parties hereto shall be governed by and construed exclusively in accordance with the laws of the State of Florida.

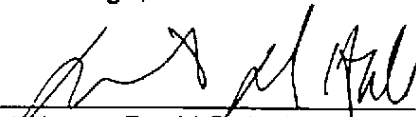
(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

*[Signature Page Follows]*

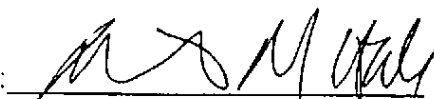


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

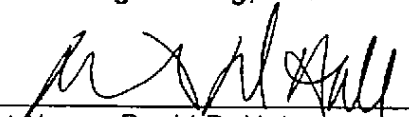
**TTI Holdings, LLC**

By:   
Print Name: David D. Hale  
Title: Manager

**General Engineering of Tampa, LLC**

By:   
Print Name: David D. Hale  
Title: Manager

**General Engineering, LLC**

By:   
Print Name: David D. Hale  
Title: Manager