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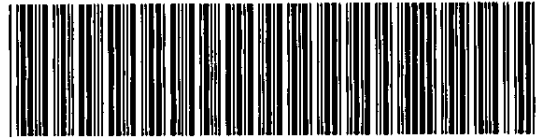
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*merger*

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2014 APR 28 10:23:33

FILED  
2014 APR 28 PM 3:07  
TALLAHASSEE, FLORIDA

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*DR*  
*4/29/14*

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**DATE: 4/28/14**

**NAME: AQUAPRO PAINTING & WATERPROOFING, INC**

**TYPE OF FILING: MERGER**

**COST: 60.00**

**RETURN: PLAIN COPY PLEASE**

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**ACCOUNT: FCA000000015**

**AUTHORIZATION: ABBIE/PAUL HODGE**

*Abbie Hodge*

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FILED

2014 APR 28 PM 3:07

ARTICLES OF MERGER

OF

AQUAPRO PAINTING OF CANADA LLC

WITH AND INTO

AQUAPRO PAINTING & WATERPROOFING, INC.

CLERK OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1109 of the Florida Statutes and KRS 275.345, the undersigned entities hereby adopt the following Articles of Merger for the purpose of merging AQUAPRO PAINTING OF CANADA LLC, a Kentucky limited liability company ("Company"), with and into AQUAPRO PAINTING & WATERPROOFING, INC., a Florida corporation ("Corporation"), which shall be the surviving entity in the Merger.

**FIRST:** The names of each of the parties to the Merger are AquaPro Painting of Canada LLC, organized under the laws of the Commonwealth of Kentucky, and AquaPro Painting & Waterproofing, Inc., incorporated under the laws of the State of Florida.

**SECOND:** The Agreement and Plan of Merger ("Plan of Merger") is attached hereto as Exhibit A and is hereby incorporated by reference herein as a part of these Articles of Merger.

**THIRD:** The exact name of the surviving party is AquaPro Painting & Waterproofing, Inc., a Florida corporation.

**FOURTH:** The Plan of Merger was approved by the Corporation in accordance with the applicable provisions of Chapter 607 of the Florida Statutes.

**FIFTH:** The Plan of Merger was approved by the Company in accordance with the provisions of KRS 275.350.

**SIXTH:** The merger shall be effective at 11:59 P.M. on April 30, 2014.

**SEVENTH:** The Corporation, as the surviving entity in the merger, (i) agrees that it may be served with process in the Commonwealth of Kentucky in any proceeding for the enforcement of any obligation of the Company, as well as for the enforcement of any obligation of the surviving entity arising from the merger, and (ii) appoints the Secretary of State of Kentucky as its agent for service of process in any such proceeding. The address of the Corporation to which a copy of process shall be mailed by the Secretary of State is as follows:

1305 NE 4<sup>th</sup> Avenue  
Boca Raton, Florida 33432

Dated: April 22, 2014.

**AQUAPRO PAINTING OF CANADA LLC**

By: AquaPro Painting & Waterproofing, Inc., its  
Sole Member

By:   
Kevin Smither, President

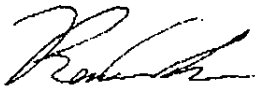
("Company")

**AQUAPRO PAINTING & WATERPROOFING, INC.**

By:   
Kevin Smither, President

("Corporation")

This Instrument was prepared by:



Ross D. Cohen  
Bingham Greenebaum Doll LLP  
3500 National City Tower  
101 South Fifth Street  
Louisville, Kentucky 40202-3197  
502/589-3579

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** ("Agreement") is entered into on the 22<sup>nd</sup> day of April, 2014, by and between (i) **AQUAPRO PAINTING OF CANADA LLC**, a Kentucky limited liability company ("Company"), and (ii) **AQUAPRO PAINTING & WATERPROOFING, INC.**, a Florida corporation ("Corporation").

### 1. MERGER.

**1.1 Merger of the Company With and Into the Corporation.** Subject to the terms and conditions of this Agreement, the Company shall be merged with and into the Corporation ("Merger"), effective as of the latest of (a) 11:59 P.M. Eastern Time on April 30, 2014, (b) the filing of appropriate Articles of Merger with the Secretary of State of the Commonwealth of Kentucky, or (c) the filing of the appropriate Articles of Merger with the Florida Department of State ("Effective Time"). The separate existence of the Company as a limited liability company shall thereupon cease; the Corporation shall be the surviving entity and the separate existence of the Corporation as a corporation, with all its purposes, objects, rights, privileges, powers, franchises and interests, shall continue unaffected and unimpaired by the Merger. The Merger shall be pursuant to the provisions of, and with the effect provided in, the laws of the State of Florida.

#### **1.2. Effect of Merger.** At and after the Effective Time:

(a) The Corporation shall possess all of the respective rights, privileges, powers, franchises and interests of the Company in and to every type of property (real, personal and mixed), and choses in action, all of which shall be transferred to, and vested in, the Corporation by virtue of the Merger without any deed or other transfer and without reversion or impairment. Any action or proceeding, whether civil, criminal or administrative, pending by or against the Company may be continued as if the Merger did not occur, or the Corporation may be substituted in the proceeding for the Corporation in such action or proceeding.

(b) The Corporation shall be liable for all liabilities of the Company, and all debts, liabilities, obligations and contracts of the Company, whether matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on the balance sheet, books of account or records of the Company, shall be those of the Corporation and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all liens on properties of the Company shall be preserved unimpaired.

**1.3. Additional Actions.** If, at any time after the Effective Time, the Corporation shall consider or be advised that any further assignments or assurances in law or any other acts are necessary or desirable to (i) vest, perfect or confirm of record or otherwise, in the Corporation its right, title or interest in, to or under any of the rights, properties or assets of the Company acquired or to be acquired by the Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, the Company and the proper officers and directors of the Company shall be deemed to have granted to the Corporation an irrevocable power of attorney to (a) execute and deliver all such proper deeds, assignments and assurances in law, (b) do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Corporation and (c) otherwise carry out the

purposes of this Agreement. The President of the Corporation is fully authorized in the name of the Company or otherwise to take any and all such actions.

## **2. CANCELLATION OF MEMBERSHIP INTERESTS.**

### ***2.1 Cancellation of Membership Interests.*** At the Effective Time:

(a) In light of the fact that the Corporation owns all of the membership interests of the Company, all of the membership interests in the Company held immediately prior to the Effective Time by the Corporation, as the sole member of the Company, shall be cancelled and no additional shares of the Corporation's Common Stock shall be issued in exchange therefor.

(b) Each share of the Corporation's Common Stock which is issued and outstanding immediately prior to the Effective Time shall remain outstanding and unaffected by the Merger.

## **3. ARTICLES OF INCORPORATION, BYLAWS, ETC.**

***3.1 Articles of Incorporation.*** From and after the Effective Time, the Articles of Incorporation of the Corporation, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the surviving corporation.

***3.2 Bylaws.*** From and after the Effective Time, the Bylaws of the Corporation, as in effect immediately prior to the Effective Time, shall be the Bylaws of the surviving corporation.

***3.3 Directors and Officers.*** From and after the Effective Time, those persons who were directors and officers of the Corporation immediately prior to the Effective Time shall be the directors and officers of the surviving corporation.

**4. CONDITION TO MERGER.** It shall be a condition to the consummation of the Merger that both the Company and the Corporation have determined that all consents which they require to be obtained from third parties shall have been obtained.

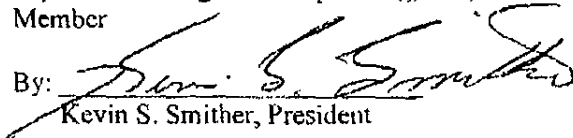
**5. GOVERNING LAW.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida without regard to its conflict of laws rules.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

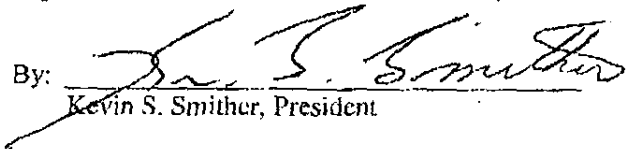
**AQUAPRO PAINTING OF CANADA LLC**

By: AquaPro Painting & Waterproofing, Inc.,  
Member

By:   
Kevin S. Smither, President

("Company")

**AQUAPRO PAINTING & WATERPROOFING, INC.**

By:   
Kevin S. Smither, President

("Corporation")

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