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Merger

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09/29/06--01036--001 **78.75

*Articles of Merger
Effective date
10-1-06*

FILED
06 SEP 29 PM 4:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Aqua Utilities Florida, Inc.

(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Lisa Piotrowski

(Contact Person)

Aqua Utilities Florida, Inc.

(Firm/Company)

762 W. Lancaster Ave.

(Address)

Bryn Mawr, PA 19010

(City/State and Zip Code)

For further information concerning this matter, please call:

Lisa Piotrowski

(Name of Contact Person)

At (610) 645-1124

(Area Code & Daytime Telephone Number)



Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



Aqua Utilities Florida, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010-3489

www.aquafl.com

September 28, 2006

VIA FEDERAL EXPRESS
Florida Department of State
Division of Corporations
Amendment Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Dear Sir/Madame:

Enclosed please find a fully executed Articles of Merger and Plan of Merger between Jasmine Lakes Utilities Corp. and the surviving corporation, Aqua Utilities Florida, Inc. Attached please find a check in the amount of \$78.75 made payable to the Florida Department of State, which includes \$35 for the merging company and \$35 for the surviving corporation and \$8.75 for a certified copy.

Please file and record the Articles of Merger and Plan of Merger and forward the evidence of filing to my attention.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Lisa S. Piotrowski".

Lisa S. Piotrowski
Paralegal

Enclosure

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Aqua Utilities Florida, Inc.	Florida	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Jasmine Lake Utilities Corporation	Florida	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 10/1/2006 / _____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on June 30, 2006.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on June 30, 2006.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

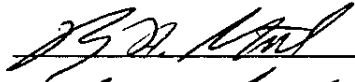
Seventh: **SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or
Director

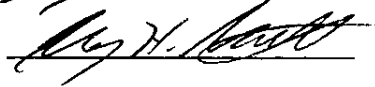
Typed or Printed Name of Individual & Title

Aqua Utilities Florida, Inc.



Roy H. Stahl, Vice President & Secretary

Jasmine Lakes Utilities Corp.



Roy H. Stahl, Vice President & Secretary

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

Name

Jurisdiction

Aqua Utilities Florida, Inc.

Florida

Second: The name and jurisdiction of each **merging** corporation:

Name

Jurisdiction

Jasmine Lake Utilities Corporation

Florida

Third: The terms and conditions of the merger are as follows:

Jasmine Lakes Utilities Corp. will be merged in Aqua Utilities, Florida, Inc. which will be the surviving corporation. Upon the effective date of the merger, the separate existence of Jasmine Lakes Utilities, Inc. shall cease and Aqua Utilities Florida, Inc. shall succeed to all rights, title and interest of Jasmine Lakes Utilities, Inc.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
There are no amendments to the Articles of Incorporation

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:
There is no Restatement of Articles of Incorporation.

PLAN OF MERGER
Between
JASMINE LAKES UTILITIES CORP.
And
AQUA UTILITIES FLORIDA, INC.

THIS Plan of Merger (the "Agreement") dated as of the 1st day of July, 2006 is made by and between **Jasmine Lakes Utilities Corp.**, a Florida corporation ("Jasmine"), and **Aqua Utilities Florida, Inc.**, a Florida corporation, ("Utilities Florida"). Jasmine and Utilities Florida are sometimes collectively referred to as the "Merged Parties";

RECITALS

A. Jasmine is a Florida corporation which provides public water service to customers in Marion County, Florida, and public water and wastewater treatment services to customers in Pasco County.

B. Jasmine is a wholly owned subsidiary of Aqua Utilities, Inc. (the "Shareholder"), a Texas corporation.

C. Both the Shareholder and Utilities Florida are wholly owned subsidiaries of Aqua America, Inc., ("Ultimate Parent") a Pennsylvania corporation.

D. Jasmine and Utilities Florida are the constituent corporations to the merger contemplated by this Agreement (the "Merger"), which has been approved by written consent of the sole shareholder of Jasmine and by written consent of the sole shareholder of Utilities Florida, pursuant to which Jasmine will be merged into Utilities Florida upon the terms and conditions set forth herein.

E. Both Jasmine and Utilities Florida intend, by approving resolutions authorizing this Agreement, to adopt the Agreement as a "plan of reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder and to cause the merger to qualify as a reorganization under Section 368(a)(1)(A) of the Code.

NOW THEREFORE, in consideration of the recitals, covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **The Merger**

1.01 At the Effective Time (as defined in Section 1.03) in accordance with Section 607.1106 of the Florida Business Corporation Act (the "Act"), Jasmine shall be merged with and into Utilities Florida. The separate existence and corporate organization of Jasmine shall thereupon cease and Jasmine and Utilities Florida will be a single corporation. The term, "Surviving Corporation" shall refer to the entity which continues in existence after the merger of Jasmine into Utilities Florida. Utilities Florida shall be the surviving corporation in the Merger.

The terms and conditions of the Merger, the terms of carrying the same into effect, and all other provisions deemed desirable in connection therewith are set forth in this Agreement.

1.02 The Surviving Corporation shall without further act or deed succeed to and possess all of the rights, privileges, powers and franchises, whether public or private in nature, and be subject to all the restrictions, disabilities, debts, obligations, duties and liabilities of Jasmine. All property of every kind, whether real, personal, or mixed, belonging to Jasmine shall be vested in the Surviving Corporation without further act or deed and all debts, obligations, duties or other liabilities of Jasmine shall thereby attach to and be assumed by the Surviving Corporation and may be enforced against it to the same extent as if the Surviving Corporation had itself incurred them.

1.03 Upon acceptance of this Plan of Merger, Articles of Merger ("Articles of Merger") shall be executed by the parties and filed with the Florida Department of State in accordance with Section 607.1105 of the Act. The Merger shall become effective on October 1, 2006, such time being herein called the "Effective Time."

2. Name and Corporate Structure

2.01 The corporate existence and registered office in Florida of the Surviving Corporation shall be unaffected by the Merger.

2.02 The Articles of Incorporation and Bylaws of the Surviving Corporation shall be unaffected by the Merger and shall remain unchanged and in full force and effect as a result of the Merger.

2.03 Upon the Effective Date, the directors and officers of the Surviving Corporation shall continue to serve as directors and officers of the Surviving Corporation until successors are elected and shall qualify. If, by reason of death or otherwise, any such person on the Effective Date cannot or will not act as a director or officer, the vacancy thereby created will be filled after the Merger becomes effective in accordance with the Bylaws of the Surviving Corporation. Upon the Effective Date, the term of office of each director and officer of Jasmine shall terminate.

2.04 The Merger shall not affect the issued or outstanding shares of capital stock of the Surviving Corporation and the number of authorized shares of the Surviving Corporation shall be unaffected by the Merger.

2.05 On the Effective Date, the stock transfer books of Jasmine shall be deemed to be closed and no transfer or purported transfer of shares of the capital stock of Jasmine shall thereafter be made, effected, consummated or given effect.

2.06 The shares of stock of the Surviving Corporation and Jasmine are owned, either directly or indirectly, by the Ultimate Parent. Accordingly, at the Effective Date, by virtue of the merger and without any action on the part of the holder thereof, each share of outstanding capital stock of Jasmine shall be cancelled automatically.

3. Effect of the Transaction

3.01 At the Effective Date, the following actions shall occur:

- (a) the separate existence of Jasmine shall cease;
- (b) the Surviving Corporation shall possess all the rights, privileges, powers and franchises of Jasmine;
- (c) all the property, real, personal and mixed, and franchises of Jasmine and all debts due on whatever account to it, including any choses in action belonging to it, shall be deemed to be transferred to and vested in the Surviving Corporation by operation of law and without further acts or deeds;
- (d) all rights, privileges, powers and franchises, and all and every other interest of Jasmine shall be thereafter the property of the Surviving Corporation as they were of Jasmine;
- (e) the title to and interest in any real estate vested by deed, lease or otherwise in Jasmine shall not revert or be impaired;
- (f) the Surviving Corporation shall be responsible for all the liabilities and obligations of Jasmine, but the liabilities of Jasmine or its Shareholder, directors or officers shall not be affected by the Merger;
- (g) the officers or directors of Jasmine shall execute and deliver all such instruments and take all such actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such properties, assets, rights privileges and franchises and otherwise to carry out the purposes of this Agreement.

4. Conduct Pending the Merger

4.01 Neither Jasmine, the Shareholder nor Utilities Florida shall, prior to the Effective Date of the Merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this Plan and Agreement of Merger.

5. Conditions Precedent

5.01 The Florida Public Service Commission shall have issued an order approving the transactions contemplated by this Agreement, and such other authorization and approvals as Jasmine and Utilities Florida may require. Such order, authorizations and approvals shall be in form and substance satisfactory to the parties.

6. Representations and Warranties

6.01 Jasmine is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and Utilities Florida is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.

6.02 Jasmine, the Shareholder, and Utilities Florida, each has full power and lawful authority to execute and deliver this Agreement and upon the receipt of any and all governmental authorizations, including but not limited to the Florida Public Service Commission, has the authority to consummate and perform the transactions contemplated hereby. Upon the receipt of any governmental authorizations, this Agreement will constitute the legal, valid and binding obligations of the signatories thereto, enforceable against them in accordance with its terms.

7. Execution and Counterparts

7.01 This Plan and Agreement of Merger may be executed in any number of counterparts, and all such counterparts and copies shall be and constitute one original instrument.

JASMINE LAKES UTILITIES CORP.

By: Richard D. Hugus
Richard D. Hugus, President

AQUA UTILITIES FLORIDA, INC.

By: Richard D. Hugus
Richard D. Hugus, President