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EFFECTIVE DATE  
6-26-13

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUN 20 PM 2:45

merged  
6-21-13

**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:

William M. Dickerson  
Contact Person

Aqua Utilities Florida, Inc.  
Firm/Company

762 W. Lancaster Avenue  
Address

Bryn Mawr, PA 19010  
City/State and Zip Code

wdickerson@aquaamerica.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

William M. Dickerson At ( 610 ) 520-6339  
Name of Contact Person 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

**EFFECTIVE DATE**  
**6-26-13**

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
13 JUN-20 PM 2:46  
on A6

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

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

**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** 06 / 26 / 2013 (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 \_\_\_\_\_.

The Plan of Merger was adopted by the board of directors of the surviving corporation on June 13, 2013 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 13, 2013

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)*

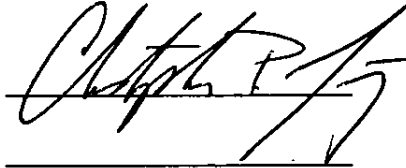
**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

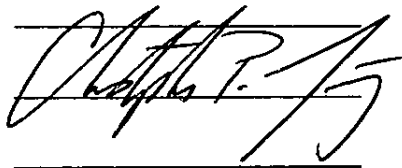
Aqua Utilities Florida, Inc.



Christopher P. Luning

Vice President & Assistant Secretary

Dolomite Utilities Corp.



Christopher P. Luning

Vice President & Assistant Secretary

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## **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

Dolomite Utilities Corp.

Florida

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

See attached Plan and Agreement of Merger between Dolomite Utilities Corp. and Aqua Utilities Florida, Inc. dated June 13, 2013.

**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:

Dolomite shares are held solely by Aqua Utilities, Inc. ("AU"). AU will distribute those shares to Aqua America, Inc. ("AA"), the parent of both AU and Aqua Utilities Florida, Inc. ("AUF"). AA will then contribute those shares to AUF. *(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:  
None

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

See attached Plan and Agreement of merger dated June 13, 2013

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**PLAN AND AGREEMENT OF MERGER**

**Between**

**DOLOMITE UTILITIES CORP.**

**And**

**AQUA UTILITIES FLORIDA, INC.**

**THIS AGREEMENT**, dated as of the 13th day of June, 2013 is made by and between, **Aqua Utilities Florida, Inc.**, a Florida corporation ("Surviving Company"), and **Dolomite Utilities Corp.**, a Florida corporation ("Merging Company"). The Surviving Company and the Merging Company are collectively referred to as the "Merger Parties."

**RECITALS**

A. The Surviving Company is a Florida corporation which provides water and/or wastewater services within the State of Florida.

B. The Merging Company is a Florida corporation which provides water and/or wastewater services within the State of Florida that are regulated by Sarasota County.

C. The Surviving Company is a wholly owned subsidiary of **Aqua America, Inc.**, a Pennsylvania corporation.

D. The Merging Company is a wholly owned subsidiary of **Aqua Utilities, Inc.**, a Texas corporation (the "Shareholder"). The Shareholder is a wholly owned subsidiary of the Aqua America, Inc. ("Ultimate Parent").

E. The Merging Company and the Surviving Company are the constituent corporations to the merger contemplated by this Agreement (the "Merger"), which has been approved by duly adopted resolutions of the respective Boards of Directors and the Shareholders of the Merging Company, pursuant to which the Merging Company will be merged into the Surviving Company upon the terms and conditions set forth herein.

F. The Merger Parties 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.

G. The Surviving Company filed a request with the Commissioners of the County of Sarasota, State of Florida (the "County") seeking, among other things, authority for the merger and the County granted such authority on June 4, 2013.

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), the Merging Company shall be merged with and into the Surviving Company. The separate existence and corporate organization of the Merging Company shall thereupon cease and the Merging Company and the Surviving Company will be a single corporation. The Surviving Company shall continue in existence after 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 Company 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 the Merging Company. All property of every kind, whether real, personal, or mixed, belonging to Merging Company shall be vested in the Surviving Company without further act or deed and all debts, obligations, duties or other liabilities of any of the Merging Company shall attach to and be assumed by the Surviving Company and may be enforced against it to the same extent as if the Surviving Company 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 Division of Corporations, Department of State of the State of Florida in accordance with the provisions of 607.1109 Florida Statutes. The Merger shall become effective on June 26, 2013, 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 Company shall be unaffected by the Merger.

2.02 The Articles of Incorporation of the Surviving Company shall be unaffected by the merger. The By-laws of the Surviving Company shall be unaffected by the Merger.

2.03 Upon the Effective Date, the directors and officers of the Surviving Company shall continue to serve as directors and officers of the Surviving Company 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 Company. Upon the Effective Date, the term of office of each director and officer of each the Merging Company shall terminate.



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

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

3. Effect of the Transaction

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

- (a) the separate existence of the Merging Company shall cease;
- (b) the Surviving Company shall possess all the rights, privileges, powers and franchises of each of the Merging Company;
- (c) all the property, real, personal and mixed, and franchises of the Merging Company and all debts due on whatever account to them, including any choses in action belonging to them, shall be deemed to be transferred to and vested in the Surviving Company by operation of law and without further acts or deeds;
- (d) all rights, privileges, powers and franchises, and all and every other interest of the Merging Company shall be thereafter the property of the Surviving Company as they were of each of the Merging Company;
- (e) the Surviving Company shall be responsible for all the liabilities and obligations of the Merging Company but the liabilities of the Merging Company or its Shareholder, directors or officers shall not be affected by the Merger;
- (f) the officers or directors of the Merging Company shall execute and deliver all such instruments and take all such actions as the Surviving Company may determine to be necessary or desirable in order to vest in and confirm to the Surviving Company title to and possession of all such properties, assets, rights privileges and franchises and otherwise to carry out the purposes of this Agreement.
- (g) The Surviving Company will request permission from the County to sell the systems of the Merging Company and, in the interim, to operate the systems of the Merging Company as regulated systems until such sale occurs and will operate the systems in that manner after obtaining such approval.

4. Conduct Pending the Merger

4.01 Neither the Merging Company, the Shareholder nor the Surviving Company 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. In this regard, both the Surviving Company and the

Merging Company acknowledge and agree that Surviving Company may enter into agreements for the sale of its assets, including any assets acquired pursuant to this Merger.

5. Representations and Warranties

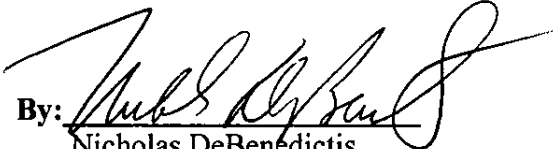
5.01 The Merging Company represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; (ii) that it has full power and lawful authority to execute and deliver this Agreement, and upon receipt of any and all governmental authorizations, including but not limited to the Department of State of the State of Florida, to consummate and perform the transactions contemplated hereby; and (iii) 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.

5.02 The Surviving Company represents and warrants that (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; (ii) that it has full power and lawful authority to execute and deliver this Agreement and, upon receipt of any and all governmental authorizations, including but not limited to the approval of the Department of State of the State of Florida, it has the authority to consummate and perform the transactions contemplated hereby; and (iii) 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.


6. Execution and Counterparts

6.01 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.

**Aqua Utilities Florida, Inc.**

By:   
Nicholas DeBenedictis  
Chairman

**Dolomite Utilities Corp.**

By:   
Nicholas DeBenedictis  
Chairman