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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE

AMERICAN PLUMBING SOLUTIONS, INC.

Certificate of Status	1
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Page Count	10
Estimated Charge	\$87.50

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LAW OFFICES

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**ARTICLES OF MERGER OF  
BOB BILLA PLUMBING, INC. WITH AND INTO  
AMERICAN PLUMBING SOLUTIONS, INC.**

*Handwritten initials and scribbles*

The following Articles of Merger are submitted in accordance with the Florida Business Corporation Act (the "FBCA") pursuant to Florida Statutes Section 607.1109.

**First:** The name, jurisdiction, and document number of the surviving corporation ("Surviving Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
AMERICAN PLUMBING SOLUTIONS, Florida INC.	Florida	P05000041452

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RECORDS SECTION  
STATE OF FLORIDA

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**Second:** The name, jurisdiction, and document number of the merging corporation ("Merging Corporation") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
BOB BILLA PLUMBING, INC.	Florida	P01000098987

**Third:** Effective on the Effective Date (as hereinafter defined), the Merging Corporation is merged with and into the Surviving Company and the corporate existence of the Merging Corporation shall hereupon cease. A copy of the Plan of Merger is attached hereto as Exhibit "A" and incorporated by reference and submitted in accordance with Florida Statutes Section 607.1101.

**Fourth:** The merger shall become effective on January 1, 2007 (the "Effective Date").

**Fifth:** The Plan of Merger was approved by the Board of Directors and the shareholders of the Merging Corporation in accordance with the FBCA on December 28, 2006, by written consent.

**Sixth:** The Plan of Merger was adopted by the Board of Directors and shareholders of the Surviving Company in accordance with the FBCA on December 28, 2006, by written consent.

IN WITNESS WHEREOF, the parties have executed and delivered these Articles of Merger this 28 day of December, 2006.

**MERGING CORPORATION**

**BOB BILLA PLUMBING, INC.**, a Florida corporation

By: *Robert A. Bill, Jr.*  
Print Name: Robert A. Bill, Jr.  
Title: Director

**SURVIVING CORPORATION**

**AMERICAN PLUMBING SOLUTIONS, INC.**, a Florida corporation

By: *Dayman T. Baker*  
Print Name: Dayman T. Baker  
Title: President and Director

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LAW OFFICES

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EXHIBIT "A"

[Attached following this page is a copy of the Plan of Merger which has been executed by the Merging Corporation and the Surviving Corporation]

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LAW OFFICES

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## PLAN OF MERGER

**By and Between**

**BOB BILLA PLUMBING, INC., a Florida corporation ("Merging Corporation")**

**with and into**

**AMERICAN PLUMBING SOLUTIONS, INC., a Florida corporation ("Surviving Corporation")**

**Dated as effective as of January 1, 2007**

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### PLAN OF MERGER

THIS PLAN OF MERGER (hereinafter called the "Agreement"), dated effective as of 12:01 a.m. January 1, 2007, by and between BOB BILLA PLUMBING, INC, the "Merging Corporation") and AMERICAN PLUMBING SOLUTIONS, INC., a Florida corporation ("Surviving Corporation").

#### RECITALS

WHEREAS, on or about December 28, 2006, the shareholders and the board of directors of the Surviving Corporation and Merging Corporation determined that it is in the best interests of both entities for the Merging Corporation to merge with and into the Surviving Corporation in accordance with the provisions of Section 607.1103, Florida Statutes (the "Merger");

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code"); and

WHEREAS, the merger between the Surviving Corporation and Merging Corporation shall take place effective as of January 1, 2007, in accordance with this Plan of Merger.

NOW, THEREFORE, in consideration of the promises, and of the representations, the following Plan of Merger is adopted.

#### 1. THE MERGER; CLOSING; EFFECTIVE DATE

##### 1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, the Merging Corporation shall be merged with and into the Surviving Corporation and the separate corporate existence of Merging Corporation shall thereupon cease, effective as of the Effective Date (as defined below). The Surviving Corporation shall be the surviving corporation in the Merger, and the separate corporate existence of the Surviving Corporation with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the Florida Business Corporation Act (the "FBCA").

##### 1.2. Effective Date.

As soon as practicable, the Merging Corporation and Surviving Corporation will cause Articles of Merger reflecting the provisions set forth in this Agreement (the "Articles of Merger") to be executed by the Merging Corporation and Surviving Corporation and delivered for filing to the Department of State of the State of Florida (the "Florida Department") as provided in Section 607.1105 of the FBCA. The Merger shall become effective as of January 1, 2007 (the "Effective Date").

**2. ARTICLES OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION**

**2.1. The Articles of Incorporation.**

The articles of incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall be the articles of incorporation of the Surviving Corporation (the "Articles"), until duly amended as provided therein or by applicable law.

**2.2. The Bylaws.**

The bylaws of the Surviving Corporation in effect at the Effective Date shall be the bylaws of the Surviving Corporation (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

**3. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION**

**3.1. Directors.**

The directors of Surviving Corporation at the Effective Date shall, from and after the Effective Date, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws as in effect from time to time.

**3.2. Officers.**

The officers of the Surviving Corporation on the Effective Date shall, from and after the Effective Date, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Articles and the Bylaws.

**4. MERGER CONSIDERATION; EFFECT OF THE MERGER ON CAPITAL STOCK**

**4.1. Merger Consideration.** All shares of the Common Stock, \$1.00 par value, of the Merging Corporation issued and outstanding immediately prior to the Effective Date shall be converted into, and become exchangeable for six hundred (600) fully paid and non-assessable shares of Common Stock of the Surviving Corporation.

**4.2. Effect on Capital Stock.** At the Effective Date, as a result of the Merger and without any action on the part of the holder of any capital stock of the Merging Corporation:

**4.2.(a) Merging Corporation.** Each share of the common stock, par value \$1.00 per share, of the Merging Corporation issued and outstanding immediately prior to the Effective Date shall be cancelled and retired without payment of any consideration therefor and shall cease to exist.

4.2.(b) Surviving Corporation. Except as otherwise provided under Section 4.1, the Merger shall have no effect upon the shares of Common Stock, par value \$0.00 per share, of the Surviving Corporation issued and outstanding immediately prior to the Effective Date.

4.3. Appraisal Rights. Notwithstanding Section 4.1, any shares of Common Stock of the Merging Corporation outstanding immediately prior to the Effective Date ("Merging Corporation Shares") and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has demanded appraisal for such Merging Corporation Shares in accordance with Section 607.1302 of the FBCA shall not be converted into a right to receive the Merger Consideration, unless such holder fails to perfect or withdraws or otherwise loses his right to appraisal. If after the Effective Date such holder fails to perfect or withdraws or loses his right to appraisal, such Merging Corporation Shares shall be treated as if they had been converted as of the Effective Date into a right to receive the Merger Consideration. The Merging Corporation shall give Surviving Corporation prompt notice of any demands received by the Merging Corporation for appraisal of Merging Corporation Shares, and Surviving Corporation shall have the right to participate in all negotiations and proceedings with respect to such demands. The Merging Corporation shall not, except with the prior written consent of Surviving Corporation, make any payment with respect to, or settle or offer to settle, any such demands.

**5. TERMINATION**

5.1. Termination by Surviving Corporation

This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Date, whether before or after the approval by the Board of Directors of the Surviving Corporations, by written consent of the Surviving Corporation and by action of its Board of Directors.

5.2. Effect of Termination and Abandonment

In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Section 5, this Agreement shall become void and of no effect with no liability on the part of any party hereto (or of any of its directors, officers, employees, agents, legal and financial advisors or other representatives); provided, however, that except as otherwise provided herein, no such termination shall relieve any party hereto of any liability or damages resulting from any willful breach of this Agreement.

**6. MISCELLANEOUS AND GENERAL**

6.1. Modification or Amendment

Subject to the provisions of applicable law, at any time prior to the Effective Date, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties.

6.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

6.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

6.4. Governing Law and Venue; Waiver of Jury Trial.

This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Florida without regard to the conflict of law principles thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Florida and the Federal courts of the United States of America located in the State of Florida solely in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a State of Florida or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 6.5 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

6.5. Notices.

Any notice, request, instruction or other document to be given hereunder by any party to the others shall be in writing and delivered personally or sent via registered or certified mail, postage prepaid, or by facsimile:

if to Surviving Corporation:

Dayman T. Baker  
President  
American Plumbing Solutions, Inc.  
10749 Banfield Drive  
Riverview, Florida 33569



if to the Merging Corporation:

Robert A. Billa, Jr.  
Director  
Bob Billa Plumbing, Inc.  
1505 North Lake Drive  
Sun City Center, Florida 33573

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

6.6. No Third Party Beneficiaries.

This Agreement is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

6.7. Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

6.8. Interpretation.

The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

6.9. Complete Agreement: Supersede.

This agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and supersedes all previous oral and written and all contemporaneous oral negotiations, commitments, writing and understandings, including and without limitation, that certain "Commercial Merger Agreement" entered into on October 13, 2006 which is hereby terminated in its entirety *ab initio*.


**6.10 Legal Representation and Conflict Waiver.**

This agreement has been prepared by Akerman Senterfitt and George Hunter, P.A., as counsel to American Plumbing Solutions, Inc. ("Counsel"), with the consent of each party to this agreement. Counsel in no way represents Bob Billa Plumbing, Inc. or any of the individual shareholders and directors of either entity with respect to the preparation of this agreement and has not provided any advice or representations to either of them regarding the tax consequences of this agreement. The parties further acknowledge that each party has been encouraged and afforded the opportunity to seek the advice of independent counsel and hereby waives any such conflicts in connection with the preparation of this agreement or any related agreement.

IN WITNESS WHEREOF, this Plan of Merger has been duly executed and delivered by the duly authorized officers of the Merging Corporation and the Surviving Corporation, effective as January 1, 2007.

**Surviving Corporation:**


**AMERICAN PLUMBING SOLUTIONS,  
INC.**

By: 

Name: Dayman T. Baker  
Title: President

**Merging Corporation:**

**BOB BILLA PLUMBING, INC.**

By: 

Name: Robert A. Billa, Jr.  
Title: Director