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**MERGER OR SHARE EXCHANGE  
HYDROVAC HOLDINGS, INC.**

Certificate of Status	0
Certified Copy	1
Page Count	10
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H11000172450 3  
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**ARTICLES OF MERGER**

**HYDROVAC HOLDINGS, INC.,**  
a Florida corporation,

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**WITH AND INTO**

**PT ENVIROVAC HOLDINGS, INC.,**  
a Florida corporation.

**Dated July 1, 2011**

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Pursuant to and in accordance with the provisions of Section 607.1105 of the Florida Business Corporation Act, PT EnviroVac Holdings, Inc. ("EnviroVac"), and HydroVac Holdings, Inc., a Florida corporation ("HydroVac"), do hereby adopt these Articles of Merger (these "Articles"), for the purpose of merging HydroVac with and into EnviroVac, with EnviroVac thereafter being the "Surviving Entity" (the "Merger").

1. Plan of Merger. That certain Agreement and Plan of Merger (the "Plan"), dated July 1, 2011 is attached hereto as Exhibit A.
2. Effective Date. The effective date of the Merger shall be July 1, 2011.
3. Date of Plan Adoption. The respective shareholders of EnviroVac and HydroVac adopted the Plan on June 30, 2010.
4. Counterparts: Facsimile Signatures. These Articles may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Facsimile or other electronically scanned and transmitted signatures shall be deemed originals for all purposes of these Articles.

*[Signatures follow on next page]*

H11000172450 3

IN WITNESS WHEREOF, the undersigned have executed these Articles as of the date first set forth above.

PT. ENVIROVAC HOLDINGS, INC.

HYDROVAC HOLDINGS, INC.

By: 

Name: Jeff Settembrino

Title: Chairman

By: 

Name: Jeff Settembrino

Title: Chairman

*Signature Page to Articles of Merger*

H11000172450 3

H11000172450 3

Exhibit A

[AGREEMENT AND PLAN OF MERGER]

H11000172450 3

H11000172450 3

**AGREEMENT AND PLAN OF MERGER**

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of July 1, 2011 (the "Closing Date"), is entered into by and between PT EnviroVac Holdings, Inc., a Florida corporation ("EnviroVac"), and HydroVac Holdings, Inc., a Florida corporation ("HydroVac").

**WITNESSETH:**

**WHEREAS**, upon the terms and subject to the conditions of this Agreement and in accordance with the Florida Business Corporation Act ("FBCA"), EnviroVac and HydroVac intend to enter into a business combination transaction pursuant to which HydroVac will merge with and into EnviroVac, with EnviroVac surviving (the "Merger"); and

**WHEREAS**, the Boards of Directors of EnviroVac and HydroVac (i) have determined that the Merger is advisable, fair to, and in the best interest of, EnviroVac and its shareholder and HydroVac and its shareholders, respectively, and (ii) have approved and adopted this Agreement, the Merger and the other transactions contemplated by this Agreement, in each case subject to the terms and conditions hereof; and

**WHEREAS**, the shareholders of each of EnviroVac and HydroVac have approved and adopted the Merger and the other transactions contemplated by this Agreement, in each case subject to the terms and conditions hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, each party agrees as follows:

**ARTICLE I  
THE MERGER**

**1.1 The Merger.** At the Effective Time (as defined in Section 1.3), upon the terms and subject to the conditions of this Agreement, HydroVac will be merged with and into EnviroVac in accordance with the FBCA, and the separate corporate existence of HydroVac shall cease. EnviroVac shall be the surviving corporation in the Merger (sometimes referred to as the "Surviving Corporation"), and EnviroVac shall continue to be governed by the laws of the State of Florida. The separate corporate existence of EnviroVac, with all its rights (including contract rights), privileges, immunities, powers and franchises, shall continue unaffected by the Merger. The Merger shall have the effects specified in Section 607.1101 of the FBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the assets, property, rights (including contract rights), privileges, immunities, powers and franchises of HydroVac shall vest in EnviroVac, and all debts, liabilities and duties of HydroVac shall become the debts, liabilities and duties of EnviroVac.

**1.2 Closing.** The closing of the Merger (the "Closing") will take place at the offices of Greenberg Traurig, P.A., 333 Avenue of the Americas, Miami, FL 33131 on the Closing Date. Upon consummation, the Closing will be deemed for all purposes to have taken place as of 12:01 a.m. on July 1, 2011. All deliveries by one party to any other party at Closing shall be deemed to

H11000172450 3

H11000172450 3

have occurred simultaneously and none shall be effective until and unless all have occurred in accordance with this Agreement or have been waived. By agreement of the parties the Closing may take place by delivery of the documents to be delivered at the Closing by facsimile or other electronic transmission.

**1.3 Effective Time.** Upon the terms and subject to the conditions set forth in this Agreement, as soon as practicable on or after the Closing Date, EnviroVac shall file with the Secretary of State of the State of Florida (the "Florida Secretary of State") articles of merger (the "Articles of Merger") and such other documents as may be required by the FBCA in order for the Merger to become effective, such Articles of Merger and such other documents being duly prepared, executed and acknowledged by the parties hereto, as applicable. The Merger shall become effective upon the filing of the Articles of Merger with the Florida Secretary of State (the time the Merger becomes effective being referred to as the "Effective Time").

**1.4 Articles of Incorporation and Bylaws of the Surviving Corporation.**

**1.4.1 Articles of Incorporation.** As of the Effective Time, by virtue of the Merger and without any action on the part of HydroVac, EnviroVac or any other Person being required, the Articles of Incorporation of HydroVac shall be the Articles of Incorporation of the Surviving Corporation, as in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by applicable Law, except that:

Article I of the Articles of Incorporation shall be amended, by filing an amendment to such Articles of Incorporation, to read in its entirety as follows: "The name of the Corporation is Enviro Hydro Holdings, Inc."

Article IV, First Paragraph, of the Articles of Incorporation shall be amended, by filing an amendment to such Articles of Incorporation, to read in its entirety as follows: "The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 2,000,000 shares of Common Stock, \$.0001 par value per share ("Common Stock"), (ii) 1,000,000 shares of Series A Preferred Stock, \$.0001 par value per share, and (iii) 1,000,000 shares of Series B Preferred Stock, \$.0001 par value per share ((ii) and (iii) together, the "Preferred Stock")."

Article IV.B., Second Paragraph of the Articles of Incorporation shall be amended, by filing an amendment to such Articles of Incorporation, to read in its entirety as follows: "1,000,000 of the shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series A Preferred Stock" and 1,000,000 of the shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series B Preferred Stock", both with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. The Series A Original Issue Price is \$16.450769 per share (the "Series A Original Issue Price"), and the Series B Original Issue Price is \$16.450769 per share (the "Series B Original Issue Price"). The date on which the Corporation issues a share of Preferred Stock shall be deemed to be its "date of issuance," regardless of the number of times a transfer of such share of Preferred Stock is made on the records of the Company."

H11000172450 3

H11000172450 3

Article IV.B.4(a) of the Articles of Incorporation shall be amended, by filing an amendment to such Articles of Incorporation, to delete the following: "and in Section 1.c of that certain Stock Purchase Agreement dated as of June 30, 2010 by and among the Company, Ronald West, Steven West, the HydroVac Industrial Services, Inc. Employee Stock Ownership Plan, Dudley Reeves, Johnny Baucom, Sherry Boyd, Michael House, and Kimber Vought".

Article VI of the Articles of Incorporation shall be amended, by filing an amendment to such Articles of Incorporation, to read in its entirety as follows: "The Board of Directors of the Corporation shall consist of at least one director, with the exact number to be fixed from time to time as set forth in the Shareholders Agreement, dated as of June 30, 2011, by and among the Corporation, PT Hydro-Enviro, LLC, a Florida limited liability company, and each other Person set forth on the signature pages thereto."

**1.4.2 Bylaws.** As of the Effective Time, by virtue of the Merger and without any action on the part of HydroVac, EnviroVac or any other Person being required, the Bylaws of the Surviving Corporation shall be the Bylaws of HydroVac, as in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by applicable Law, except that the Bylaws shall be amended to reflect that the name of the Surviving Corporation is "Enviro-Hydro Holdings, Inc.". Section 2.15 of the Bylaws shall be deleted in its entirety and replaced with the following: "Directors shall be elected in accordance with the provisions set forth in the Shareholders Agreement (the "Shareholders Agreement") made and entered into as of June 30, 2011, by and among the Corporation, PT Hydro-Enviro, LLC, a Florida limited liability company, and the Minority Shareholders that are, from time to time, parties thereto.". Section 3.1, second sentence shall be deleted in its entirety and replaced with the following: "The number of directors shall be seven (7); provided that such number may be increased or decreased (but not below seven (7) members) from time to time by the Board of Directors.". The second paragraph of the Legend set forth in Section 5.2 shall be amended to reflect that the date of the Shareholders Agreement is "June 30, 2011".

**1.5 Directors and Officers of the Surviving Corporation.** The directors of the Surviving Corporation shall be as set forth in the Shareholders Agreement, and they will serve until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. The officers of the Surviving Corporation shall be R. Kevin Jackson as Chief Executive Officer and Treasurer, Sherry Boyd as Executive Vice President and Secretary, Jeff Settembrino as Chairman, and they will serve until the earlier of their resignation or removal or until their respective successors are duly elected and qualified. Upon the Effective Time the directors and officers of EnviroVac and HydroVac immediately prior to the Closing Date shall no longer hold such positions.

**1.6 Further Assurances.** At and following the Closing, each party hereto will execute such further documents and instruments and take such further actions as may reasonably be requested by one or more of the others to consummate the Merger, to vest the Surviving Corporation with full title to all assets, properties, rights, approvals, immunities and franchises of HydroVac, to evidence the assumption by the Surviving Corporation of all of the debts, liabilities and duties of HydroVac, and to effect the other purposes of this Agreement.

H11000172450 3

H11000172450 3

## **ARTICLE II CONVERSION OF STOCK**

At the Effective Time, by virtue of the Merger and without any action on the part of EnviroVac, HydroVac, the Surviving Corporation, or the holders of shares of EnviroVac and HydroVac, each share of HydroVac's capital stock will be cancelled and extinguished and be converted automatically into the right to receive, upon surrender of the certificate representing such shares of HydroVac capital stock (or executing an affidavit of lost stock certificate with respect to such certificate), the amount and type of capital stock in the Surviving Corporation as set forth below:

PT Hydro-Enviro, LLC shall receive 624,520.00 Series B Preferred Stock;

Banyan Equity Investors II, Inc. shall receive 55,041 Series B Preferred Stock

Dudley Reeves shall receive 21,105.00 Series A Preferred Stock;

Mike Baucom shall receive 17,588.00 Series A Preferred Stock;

Mike House shall receive 10,553.00 Series A Preferred Stock;

Sherry Boyd shall receive 10,553.00 Series A Preferred Stock;

Kim Vought shall receive 10,553.00 Series A Preferred Stock;

Ronnie West shall receive 82,075.00 Common Stock; and

Steve West shall receive 82,075.00 Common Stock.

## **ARTICLE III GENERAL PROVISIONS**

**3.1 Expenses.** All costs and expenses of the Merger shall be shared by HydroVac and EnviroVac in the same proportion as the Total Shares are split between the Shareholders of HydroVac as a group on the one hand, and the members of EnviroVac Acquisition as a group on the other, in the Merger, respectively.

**3.2 Governing Law.** The interpretation and construction of this Agreement, and all matters relating hereto (including the validity or enforcement of this Agreement), shall be governed by the laws of the State of Florida without regard to any conflicts or choice of laws provisions of the State of Florida that would result in the application of the law of any other jurisdiction.

**3.3 Severability.** In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

H11000172450 3

H11000172450 3

3.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

3.5 **Entire Agreement.** This Agreement and other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and therein and supersedes all prior and contemporaneous oral and written agreements and understandings between the parties with respect to such subject.

3.6 **Third Party Beneficiaries.** Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the parties hereto and their respective successors and assigns.

3.7 **Use of Terms.** Whenever the context so requires or permits, all references to the masculine herein shall include the feminine, all references to the feminine herein shall include the masculine, all references to the plural shall include the singular and all references to the singular shall include the plural.

3.8 **Taxes.** Any income, sales, transfer, use or excise taxes payable in connection with these transactions shall be paid by the party responsible therefor under applicable local law.

3.9 **Certain Definitions.** For purposes of this Agreement, the following definitions shall apply:

(a) "Common Stock" means the common stock of Surviving Corporation, par value \$.0001 per share.

(b) "EnviroVac Acquisition" means EnviroVac Acquisition, LLC, a Delaware limited liability company.

(c) "Person" means an individual, a company, a joint venture, a corporation (including any non-profit corporation), an estate, an association, a trust, a general or limited partnership, a limited liability company, a limited liability partnership, an unincorporated organization and a government or other department or agency thereof.

(d) "Series A Preferred Stock" means the Series A preferred stock of Surviving Corporation, par value \$.0001 per share.

(e) "Series B Preferred Stock" means the Series B preferred stock of Surviving Corporation, par value \$.0001 per share.

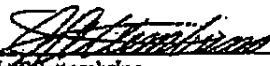
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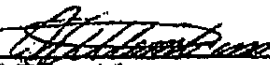
H11000172450 3

IN WITNESS WHEREOF, each Party has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

PT EnviroVac Holdings, Inc.

By:   
Jeff Settembrino  
Chairman

HydroVac Holdings, Inc.

By:   
Jeff Settembrino  
Chairman

H11000172450 3