

P11000032974

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE  
6/28/12

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000171553 3)))



H120001715533ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850) 617-6380

From: Account Name : CORPDIRECT AGENTS, INC.  
Account Number : 110450000714  
Phone : (850) 222-1173  
Fax Number : (850) 224-1640

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE  
6/28/12

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

MERGER OR SHARE EXCHANGE  
ARCHITECTURAL PRODUCTS SALES, INC.

Certificate of Status	0
Certified Copy	1
Page Count	05
Estimated Charge	\$78.75

PLEASE GIVE ORIGINAL SUBMISSION  
DATE AS FILE DATE  
6/28/12 CC

JUL 3 - 2012

T. LEWIS

Electronic Filing Menu

Corporate Filing Menu

Help

Effective date  
6-30-12

H12000171553 3

FILED  
JUN 28 AM 9:46  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

**AGREEMENT, PLAN AND ARTICLES OF MERGER**

THIS AGREEMENT, PLAN AND ARTICLES OF MERGER dated June 27<sup>th</sup>, 2012, by and between ARCHITECTURAL PRODUCTS SALES, INC., a Florida corporation ("APS"), having its principal place of business at 1402 N. 25th St., Tampa, Florida 33605, and WINDOW INVESTMENT GROUP, INC., a Florida corporation ("Window"), having its principal place of business at 1402 N. 25th St., Tampa, Florida 33605, such corporations being hereinafter collectively referred to as the "Constituent Corporations."

**WITNESSETH:**

WHEREAS, APS is a corporation duly organized and existing under the laws of the State of Florida, having been formed on April 4, 2011, and is authorized to issue 1,000 shares of common stock, no par value (the "Shares" of APS); and

WHEREAS, Window is a corporation duly organized and existing under the laws of the State of Florida, having been formed on December 13, 2000, and is authorized to issue 1,500 shares of common stock, par value \$1.00 per share (the "Shares" of Window); and

WHEREAS, the respective boards of directors of APS and Window deem it advisable and in the best interests of the Constituent Corporations that Window be merged with and into APS as the surviving corporation, and such boards of directors have duly approved the execution, delivery and performance of this Agreement, Plan and Articles of Merger (this "Plan").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have agreed and do hereby agree as follows:

1. **MERGER AND NAME OF SURVIVING CORPORATION.** At the Effective Date, as hereinafter defined, Window shall be merged with and into APS which is hereby designated as the "Surviving Corporation." The Surviving Corporation's name shall be Architectural Products Sales, Inc.

2. **TERMS AND CONDITIONS OF MERGER.** The terms and conditions of the merger are as follows:

(a) The Constituent Corporations shall be a single corporation, which shall be APS, the corporation designated herein as the Surviving Corporation.

(b) The separate existence of Window shall cease.

(c) The Surviving Corporation shall possess all the rights, privileges, powers and franchises, and be subject to all the restrictions, disabilities and duties of each Constituent Corporation. All of the rights, privileges, powers and franchises of

H12000171553 3

H12000171553 3

each Constituent Corporation, and all property, real, personal, intellectual and mixed, and all debts due to either Constituent Corporation on whatever account, belonging to each Constituent Corporation shall be vested in the Surviving Corporation. All property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter the property of the Surviving Corporation just as they were of the respective Constituent Corporations. The title to any real estate vested by deed or otherwise in either Constituent Corporation shall not revert or be in any way impaired by reason of the merger. All rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired. All debts, liabilities and duties of the respective Constituent Corporation shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against either Constituent Corporation shall be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in such action or proceeding.

(d) All acts, plans, policies, contracts, approvals and authorizations of Window and its board of directors, committees elected or appointed by the board of directors, officers and agents, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Window.

(e) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of such Constituent Corporation subject to such adjustments as may be appropriate in giving effect to the merger.

(f) The directors and officers of APS as of the Effective Date shall be the directors and officers of the Surviving Corporation.

### 3. MANNER AND BASIS OF CONVERTING SHARES.

(a) Each issued and outstanding Share of Window at the Effective Date shall be converted into 0.1 Shares of APS without any action on the part of the holder thereof.

(b) All issued and outstanding Shares of APS into which issued and outstanding Shares of Window shall have been converted pursuant to this Plan shall be issued in full satisfaction of all rights pertaining to such converted Window Shares.

(c) Each issued and outstanding APS Share at the Effective Date shall remain issued and outstanding.

4. ARTICLES OF INCORPORATION AND BYLAWS. The Articles of Incorporation of APS as existing and constituted immediately prior to the Effective Date shall

H12000171553 3

H12000171553 3

be and constitute the Articles of Incorporation of the Surviving Corporation until amended in the manner provided by law. The Bylaws of APS as existing immediately prior to the Effective Date shall be and constitute the Bylaws of the Surviving Corporation until amended in the manner provided by law.

5. APPROVALS. This Plan was approved by the respective boards of directors and shareholders of each Constituent Corporation on June 27, 2012. The number of outstanding Shares of APS is 200, all of which voted for the Plan. The number of outstanding Shares of Window is 1,000, all of which voted for the Plan. No outstanding Shares of either Constituent Corporation voted against the Plan.

6. EFFECTIVE DATE. The Merger shall become effective on June 30, 2012. The date on which such merger shall become effective is herein called the "Effective Date."

7. OTHER PROVISIONS WITH RESPECT TO MERGER.

(a) This Plan may be terminated at any time prior to the Effective Date, whether before or after action thereon by the boards of directors of the Constituent Corporations, by mutual consent of the Constituent Corporations, expressed by action of their respective boards of directors.

(b) For the convenience of the parties and to facilitate the filing and recording of this Plan, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

(c) This Plan and the legal relations between the parties hereto shall be governed by and construed exclusively in accordance with the laws of the State of Florida. Any matter arising out of this Plan shall be heard exclusively by a court of competent jurisdiction in Hillsborough County, Florida.

(d) This Plan cannot be altered or amended except pursuant to an instrument in writing signed on behalf of the parties hereto.

H12000171553 3

H12000171553 3

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated above.

ARCHITECTURAL PRODUCTS  
SALES, INC. a Florida corporation

By: 

Robert J. Cimino  
President

WINDOW INVESTMENT GROUP, INC.,  
a Florida corporation

By: 

Robert J. Cimino  
President

architec/Doos/Agr. plan & articles of merger-window into eps

H12000171553 3