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TALLAHASSEE, FLORIDA

DR

12/31/14

ACCOUNT NO. : I20000000195
REFERENCE : 443422 7658329
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 60.00

ORDER DATE : December 30, 2014
ORDER TIME : 12:55 PM
ORDER NO. : 443422-005
CUSTOMER NO: 7658329

ARTICLES OF MERGER

SUN PIPE AND VALVES, LLC

INTO

A & B PIPE AND SUPPLY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

CERTIFIED COPY
 PLAIN STAMPED COPY

CONTACT PERSON: Courtney Williams

EXAMINER'S INITIALS: _____

EFFECTIVE DATE
1-1-15

Articles of Merger
For
Florida Limited Liability Company

FILED
2014 DEC 30 PM 2:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Sun Pipe and Valves, LLC	Florida	limited liability company

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
A & B Pipe and Supply, Inc.	Florida	corporation

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss. 605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s. 605.1023(1)(b).

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

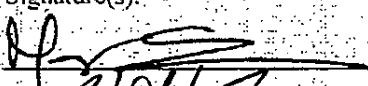
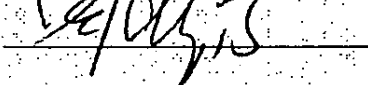
- This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- This entity is created by the merger and is a domestic limited liability limited partnership or a domestic limited-liability partnership, its statement of qualification is attached.
- This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

1/1/2015

SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Sun Pipe and Valves, LLC		Mayra Enriquez, MGR
A & B Pipe and Supply, Inc.		Enrique Collazo, CEO
_____	_____	_____
_____	_____	_____

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

Fees: For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Agreement") is made and entered into as of December 30, 2014 between SUN PIPE AND VALVES, LLC, a Florida limited liability company with a mailing address of 174 NE 96TH STREET, MIAMI, FL 33138 ("Sun Pipe"), and A & B PIPE AND SUPPLY, INC., a Florida corporation with a mailing address of 6500 NW 37TH AVENUE, MIAMI, FL 33147-7528 ("A & B PIPE"). Sun Pipe and A & B PIPE are from time to time herein referred to as the "Constituent Companies."

Preamble

Sun Pipe is a limited liability company duly organized and existing under the laws of the State of Florida. A & B PIPE is a corporation duly organized and existing under the laws of the State of Florida. All of the membership interests of Sun Pipe ("Sun Pipe Membership Interests") and all of the shares of common stock of A & B Pipe ("A & B Pipe Common Stock") are owned by Global Distribution Industries, Inc. The Managers and Member of Sun Pipe and the Board of Directors and the shareholder of A & B PIPE deem it advisable and to the advantage of the Constituent Companies that Sun Pipe be merged with and into A & B PIPE. In consideration of the terms hereof, the Constituent Companies do hereby agree to merge on the terms and conditions herein provided, as follows:

ARTICLE I

The Merger

1.1. The Merger. Upon the terms and subject to the conditions hereof, on the Effective Date (as hereinafter defined), Sun Pipe shall be merged with and into A & B PIPE in accordance with the applicable laws of the State of Florida (the "Merger"). On the Effective Date and as a result of the Merger, the separate existence of Sun Pipe shall cease, and A & B PIPE shall be the surviving corporation (the "Surviving Corporation").

1.2. Effective Date. The Merger shall become effective on January 1, 2015 (the "Effective Date").

1.3. Articles of Incorporation. On the Effective Date, the Articles of Incorporation of A & B PIPE, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation.

1.4. Bylaws. On the Effective Date, the Bylaws of A & B PIPE, as in effect immediately prior to the Effective Date, shall continue in full force and effect as the bylaws of the Surviving Corporation.

1.5. Directors and Officers. The directors and officers of A & B PIPE immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation, until their successors shall have been duly elected and qualified or until otherwise provided by law, the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

1.6. Tax Consequences. It is intended by the Constituent Companies that the Merger shall constitute a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code.

ARTICLE II
Conversion of Membership Interests

Upon the Effective Date, by virtue of the Merger and without any action on the part of any holder thereof, each Membership Interest outstanding immediately prior thereto shall be changed and converted into one fully paid and non-assessable share of the common stock of the Surviving Corporation.

ARTICLE III
Effect of the Merger

3.1. Rights, Privileges, Etc. On the Effective Date of the Merger, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of Sun Pipe and A & B PIPE; all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to each of Sun Pipe and A & B PIPE on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in the Surviving Corporation without further act or deed; title to any real estate, or any interest therein vested in Sun Pipe or A & B PIPE, shall not revert or in any way be impaired by reason of this Merger; and all of the rights of creditors of Sun Pipe and A & B PIPE shall be preserved unimpaired, and all liens upon the property of Sun Pipe or A & B PIPE shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective corporations shall remain with or be attached to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by it.

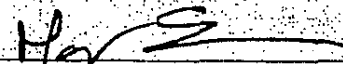
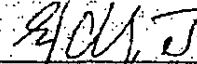
3.2. Further Assurances. From time to time, as and when required by the Surviving Corporation or by its successors and assigns, there shall be executed and delivered on behalf of Sun Pipe such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to conform of record or otherwise in the Surviving Corporation the title to and possession of all the property, interest, assets, rights, privileges, immunities, powers, franchises and authority of Sun Pipe and otherwise to carry out the purposes of this Agreement, and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of Sun Pipe or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

ARTICLE IV
Miscellaneous

At any time prior to the Effective Date, this Agreement may be amended or modified in writing by the parties. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

SUN PIPE AND VALVES, LLC	A & B PIPE AND SUPPLY, INC.
By: 	By: 
Mayra Enriquez, Manager	Enrique Coljazo, C/O