

08/10/2016 WED

Division of Corporations

P96000053355

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

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.

((H16000195737 3)))



H160001957373ABCB

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 : WILLIAMS, PARKER, HARRISON, DIETZ & GETZEN, P.A.
Account Number : 072720000266
Phone : (941) 366-4800
Fax Number : (941) 552-7141

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

Email Address: skip@aquaplumbing.com

MERGER OR SHARE EXCHANGE
Aqua Plumbing & Air Services, Inc.

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

Electronic Filing Menu

Corporate Filing Menu

Help

AUG 11 2016
C McNAIR

H16000195737 3

**ARTICLES OF MERGER
OF
AQUA SERVICES, INC.
WITH AND INTO
AQUA PLUMBING & AIR SERVICES, INC.**

SECRETARY OF STATE
DIVISION OF CORPORATIONS
16 AUG 10 PM 2:47

Air Plumbing & Air Services, Inc., a Florida corporation (herein referred to as "APAS"), hereby delivers to the Florida Department of State for filing the following Articles of Merger for the merger of Aqua Services, Inc., a Florida corporation (herein referred to as "AS"), with and into APAS. APAS shall be the surviving corporation.

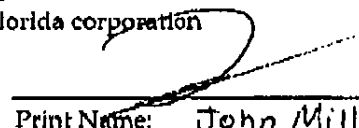
1. A true copy of the Plan of Merger is attached hereto as "Exhibit A."
2. The Plan of Merger was approved by the shareholders and board of directors of APAS by written consent of all the shareholders and directors effective as of August 9, 2016.
3. The Plan of Merger was approved by the shareholders and board of directors of AS by written consent of all the shareholders and directors effective as of August 9, 2016.
4. The effective date of the merger shall be August 9, 2016 (the "Effective Date").

[Signatures are on the Following Page]

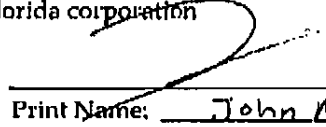
H16000195737 3

IN WITNESS WHEREOF, these Articles of Merger have been executed and delivered by the constituent corporations as of the Effective Date.

AQUA PLUMBING & AIR SERVICES, INC.,
a Florida corporation

By: 
Print Name: John Miller
As its Director and President

AQUA SERVICES, INC.,
a Florida corporation

By: 
Print Name: John Miller
As its Director and President

08/10/2016 WED 9:15 FAX 941 954 3172 Williams Parker

004/011

H16000195737 3

**EXHIBIT A
PLAN OF MERGER**

3865573.v1

H16000195737 3

H16000195737 3

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into as of August 9, 2016, by and between AQUA PLUMBING & AIR SERVICES, INC., a Florida corporation ("APAS"); and AQUA SERVICES, INC., a Florida corporation ("AS").

ARTICLE 1: RECITALS

1.1 APAS is currently owned by John E. Miller ("Miller") and Howard A. Stanton ("Skip").

1.2 AS is currently owned by Miller and Charles J. Jacobson ("Chuck").

1.3 APAS and AS, pursuant to the terms of this Agreement, desire for AS to merge with and into APAS, with APAS as the surviving business entity (the "Merger");

1.4 As a result of the Merger, all of the shareholders of APAS and AS will receive shares of stock in APAS.

1.5 The shareholders and directors of APAS have approved this Agreement and the Merger. The shareholders and directors of AS have approved this Agreement and the Merger.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements set forth herein, APAS and AS (each a "Party" and together, the "Parties") hereby agree as follows:

ARTICLE 2: THE MERGER; EFFECTIVE TIME; TERMS

2.1 **THE MERGER.** Subject to the terms and conditions of this Agreement and in accordance with the applicable provisions of the Act, at the Effective Date, AS will be merged with and into APAS. As a result of the Merger, the separate corporate existence of AS will cease and APAS will continue (a) as the surviving business entity of the Merger (sometimes referred to in this Agreement as the "Surviving Entity") and (b) will be governed by the Florida Corporation Act, Chapter 607, Florida Statutes (the "Act").

2.2 **CLOSING.** The closing of the Merger (the "Closing") will take place, upon the execution and delivery of this Agreement. Contemporaneously with the execution and delivery of this Agreement, the Parties will file, or cause to be filed, with the Department of State of the State of Florida, duly executed Articles of Merger (the "Articles of Merger") in the form attached hereto as Exhibit 2.2. As a condition subsequent to the Closing of this Agreement, Miller shall (a) sell certain shares of stock in APAS to Skip and Chuck as required by the Stock Purchase and Redemption Agreement, and (b) have his remaining shares of APAS stock fully redeemed by APAS

H16000195737 3

H16000195737 3

in accordance with the terms of the aforesaid Stock Purchase and Redemption Agreement.

2.3 EFFECTIVE DATE OF THE MERGER. The Merger will be effective as of August 9, 2016 (the "Effective Date").

2.4 ARTICLES OF INCORPORATION; BYLAWS.

(a) **Articles of Incorporation.** At and after the Effective Date, the Articles of Incorporation of APAS, as in effect immediately prior to the Effective Date, will be the Articles of Incorporation of the Surviving Entity, unless and until amended in accordance with the Act.

(b) **Bylaws.** The Bylaws of the Surviving Entity will remain in place as of and after the Effective Date except as such Bylaws may be amended from time to time.

2.5 Directors and Officers. The directors and officers of the Surviving Entity as of the Effective Date will be as set forth on Exhibit 2.5, and each of such directors and officers shall so serve until his or her successor is duly elected and qualified or until his or her earlier resignation, removal or death.

2.6 Name. The name of the Surviving Entity as of the Effective Date will be "Aqua Plumbing & Air Services, Inc."

ARTICLE 3: ISSUANCE OF SHARES

3.1 ISSUANCE OF APAS SHARES. In consideration of the Merger, and as set forth on Exhibit 3.1, APAS will issue shares of stock in APAS to Miller, Skip and Chuck.

3.2 VALUATION. The Parties agree as to the valuation of AS and APAS shares immediately prior to the merger and that the issuance of APAS shares of stock pursuant to Section 3.1 are fair consideration for the Merger.

ARTICLE 4: GENERAL PROVISIONS

4.1 SEVERABILITY. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

4.2 NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to be for the benefit of and shall not be enforceable by any person or entity or entity that is not a Party to this Agreement.

4.3 CHOICE OF LAW. This Agreement shall be governed by the laws of the State of Florida without regard to its rules of conflict of laws that would result in the application of the laws of any other jurisdiction.

H16000195737 3

H16000195737 3

4.4 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit solely of each Party hereto, and its successors and permitted assigns; provided, however, that neither the rights nor the obligations of either Party may be assigned or delegated without the prior written consent of the other Party.

4.5 NAMES, CAPTIONS AND CONSTRUCTION. The name assigned to this Agreement and the section captions used herein are for convenience of reference only and shall not affect the interpretation or construction hereof. Unless otherwise specified, (i) the terms "hereof," "herein" and similar terms refer to this Agreement as a whole, (ii) references herein to "Articles" or "Sections" refer to articles or sections of this Agreement, and the term "including" shall mean "including, without limitation."

4.6 ATTACHMENTS. The attachments that are attached to this Agreement are hereby incorporated into this Agreement by this reference.

4.7 ENTIRE AGREEMENT. This Agreement (including the Attachments to this Agreement and the documents referred to herein) constitutes the entire agreement between the Parties as to its subject matter and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral with respect to the subject matter of this Agreement.

4.8 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies, each signed by less than all, but together signed by all of the Parties.

4.9 AMENDMENTS AND WAIVERS. No Amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by APAS and AS. No waiver by either Party of any provision of this Agreement or any default under or breach of this Agreement shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default under or breach of this Agreement or affect in any way any rights arising by virtue of any prior or subsequent such default or breach.

[Remainder of page intentionally left blank]

H16000195737 3

This Agreement has been executed and delivered by the Parties as of the date set forth in the opening paragraph of this Agreement.

AQUA PLUMBING AND AIR SERVICES, INC.
a Florida corporation

By:  _____

Print Name: John Miller

Title: President

AQUA SERVICES, INC.
a Florida corporation

By:  _____

Print Name: John Miller

Title: President

H16000195737 3

EXHIBIT 2.2

ARTICLES OF MERGER

H16000195737 3

EXHIBIT 2.5

DIRECTORS AND OFFICERS

Howard A. Stanton – Director, President, Secretary, and Treasurer

Charles J. Jacobsen – Director and Vice President

H16000195737 3

EXHIBIT 3.1

Shareholder	Shares in APAS before merger	APAS Shares Issued as Part of Merger	Total APAS Shares After Merger	Percentage of APAS Shares
Miller	74	784.6516197	858.6516197	85.8651612%
Chuck	0	28.2186244	28.2186244	2.82186244%
Skip	26	87.1297559	113.1297559	11.3129756%
Total	100	900	1,000	100%