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MERGER OR SHARE EXCHANGE

Texas Insurance Agency, Inc.- San Antonio

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EXECUTIVE DATE
10/1/04

9/10/04
Merger
SP

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**ARTICLES OF MERGER
OF
COMPASS BANCSHARES INSURANCE AGENCY OF FLORIDA, INC.
(a Florida corporation)
WITH AND INTO
TEXAS INSURANCE AGENCY, INC. - SAN ANTONIO
(a Texas corporation)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 6.07.1105,F.S.

FIRST: The name and jurisdiction of the surviving corporation is:

<u>Name</u>	<u>Jurisdiction</u>
Texas Insurance Agency, Inc. - San Antonio	Texas

SECOND: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document #</u>
Compass Bancshares Insurance Agency of Florida, Inc.	Florida	429693

THIRD: The Plan of Merger is attached.

FOURTH: The merger shall become effective on October 1, 2004, at 12:01 A.M. (CDT).

FIFTH: The Plan of Merger was adopted by the board of directors of the surviving corporation on September 1, 2004 and shareholder approval was not required.

SIXTH: The Plan of Merger was adopted by the shareholders of each of the merging corporations by unanimous written consent on September 1, 2004.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties to the merger have caused these Articles of Merger to be executed in their respective corporate names by their duly authorized officers as of September 1, 2004.

TEXAS INSURANCE AGENCY, INC. - SAN ANTONIO
a Texas corporation

By: *Joseph B. Cartee*
Joseph B. Cartee, Secretary

COMPASS BANCSHARES INSURANCE AGENCY OF FLORIDA, INC.
a Florida corporation

By: *Joseph B. Cartee*
Joseph B. Cartee, Assistant Secretary

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**PLAN OF MERGER
AND
REORGANIZATION AGREEMENT**

THIS PLAN OF MERGER AND REORGANIZATION AGREEMENT is made and entered into as of September 1, 2004, by and among TEXAS INSURANCE AGENCY, INC. — SAN ANTONIO, a Texas corporation ("TIA"), APOGEE HOLDINGS, INC., a Texas corporation ("Apogee"), COMPASS BANCSHARES INSURANCE, INC., an Alabama corporation ("CBI"), COMPASS BANCSHARES INSURANCE AGENCY OF FLORIDA, INC., a Florida corporation ("CBI-Florida"), CSN INSURANCE AGENCY, INC., a Texas corporation ("CSN"), COMPASS INSURANCE AGENCY, INC., a Colorado corporation ("CIA"), HORIZONS INSURANCE GROUP, INC., a Texas corporation ("Horizons"), MAXSON-MAHONEY-TURNER, INC., a Texas corporation ("MMT"), MUELLER & ASSOCIATES, INC., an Arizona corporation ("Mueller"), OLSON & OLSON, LTD., a Colorado corporation ("Olson") and SCHAEFER-SMITH-ANKENEY INSURANCE AGENCY, INC., an Arizona corporation ("SSA"), in order to provide for the merger of Apogee, CBI, CBI-Florida, CSN, CIA, Horizons, MMT, Mueller, Olson and SSA (collectively, the "Companies") with and into TIA under the Articles of Incorporation of TIA (the "Merger").

WHEREAS, the respective Boards of Directors of the Companies and TIA have approved this Plan of Merger and Reorganization Agreement (the "Plan") and have authorized its execution and consummation.

NOW THEREFORE, in consideration of the promises and covenants contained herein, TIA and the Companies hereby make, adopt and approve this Plan and prescribe the terms and conditions of the Merger and the mode of carrying the Merger into effect, as follows:

1. The Merger. The Companies shall be merged with and into TIA under the Articles of Incorporation of TIA pursuant to, and with the effect provided in, Article 5.06 of the Texas Business Corporation Act. TIA shall be the surviving corporation, and is hereinafter referred to as the "Continuing Corporation" when reference is made to TIA as of the Effective Date of the Merger or thereafter. It is intended that the Merger shall be a "reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), and this Agreement is and shall constitute a "plan of reorganization" for purposes of the Code.
2. Effective Date of the Merger. Subject to the terms and conditions of this Plan, and upon the satisfaction of all legal requirements, the Merger shall become effective on October 1, 2004, at 12:01 A.M. (CDT) (the "Effective Date").
3. The Continuing Corporation.
 - (a) At the Effective Time, Article One of the Articles of Incorporation of TIA shall be amended to change the name of the corporation to "Compass Insurance Agency, Inc." by amending and restating Article One of such Articles of Incorporation to read as follows:

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"ARTICLE ONE

The name of the corporation is **COMPASS INSURANCE AGENCY, INC."**

As so amended the Articles of Incorporation of TIA at the Effective Time shall become the Articles of Incorporation for the Continuing Corporation until same shall thereafter be further altered, amended or repealed as provided by law.

- (b) The Bylaws of TIA as in effect immediately prior to the effective time shall be the Bylaws of the Continuing Corporation until same shall thereafter be further altered, amended or repealed as provided by law, except that the name of the Continuing Corporation shall be changed to Compass Insurance Agency, Inc.
- (c) TIA's main office shall be the main office of the Continuing Corporation; and all offices, agencies and facilities of TIA and the Companies at the Merger's Effective Date shall be offices, agencies and facilities of the Continuing Corporation.
- (d) On the Effective Date, all assets, rights, franchises and interests of TIA and the Companies in and to every type of property (real, personal, intellectual and mixed) and chose in action (collectively, the "Assets") shall be transferred to and vested in the Continuing Corporation by virtue of the Merger without any deed or other instrument of transfer to the Continuing Corporation, and without any order or other action on the part of any court of otherwise; and the Continuing Corporation shall hold and enjoy all rights of property, franchises and interests in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by TIA and the Companies, respectively, immediately prior to the Effective Date.
- (e) On the Effective Date, the Continuing Corporation shall be liable for all liabilities of TIA and the Companies and all debts, liabilities, obligations, including, without limitation, responsibility for filing all franchise tax returns required to be filed by each of the Companies and payment of any franchise tax owed, and contracts of TIA and the Companies, respectively, matured or unmatured, whether accrued, absolute, contingent, or otherwise, and whether or not reflected or reserved against in the balance sheets, books of account or records of TIA or the Companies, as the case may be, shall be those of the Continuing Corporation, and shall not be released or impaired by the Merger; and all rights of creditors and other obligees and all liens on property of any of the Companies or TIA shall be preserved unimpaired.

4. Shareholders.

- (a) On the Effective Date, each of the issued and outstanding shares of capital stock of TIA shall be transformed and converted into a like number and class of capital stock of the Continuing Corporation.

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- (b) On the Effective Date, each share of capital stock of each of the companies shall be cancelled and extinguished and no payment or other consideration shall be made with respect thereto.
5. Board of Directors and Officers. On the Effective Date, the Board of Directors and officers of the Continuing Corporation shall consist of all persons who were directors and officers, respectively, of TIA immediately before the Effective Date, who shall continue to serve as directors and officers in such capacities in accordance with the Continuing Corporation's Bylaws.
6. Approvals. This Plan shall be submitted to the shareholder of each of the Companies for ratification and confirmation in accordance with applicable provisions of law and the respective Articles or Certificate of Incorporation and Bylaws of the Companies. TIA and the Companies shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary or appropriate for consummation of the Merger and any other transactions contemplated hereby.
7. Conditions Precedent to the Merger. Effectuation of the Merger, and the obligations of TIA and the Companies to consummate the Merger, are subject to the following conditions, any of which, however, may be waived, to the extent permitted by law, by consent in writing executed by TIA and the Companies, as applicable:
- (a) This Plan, and the Merger contemplated hereby, shall have been ratified and confirmed by vote of the shareholder of each of the Companies as required by law; and
- (b) All consents and approvals shall have been procured, and all other requirements prescribed by law and which are necessary for consummation of the Merger shall have been satisfied.
- (c) No provision of this Plan does, or will be deemed to, modify or waive any condition or provision of, or any remedy, right or obligation of any party to any or all of the following (collectively, the "Superior Agreements"):
- (i) that certain Stock Purchase Agreement dated as of October 23, 2000, by and among Compass Bank, an Alabama banking corporation, Walter W. McAllister, III, Joseph E. Minihan and Gregory A. Stevens;
- (ii) that certain Agreement and Plan of Merger dated as of July 2, 2003, by and among Compass Bancshares, Inc., a Delaware corporation ("Compass Bancshares"), CBAH, Inc., Apogee and the shareholders of Apogee;
- (iii) that certain Agreement and Plan of Merger dated as of January 4, 2002, by and among Compass Bancshares, Compass HIG, Inc. and Horizons, that certain Agreement and Plan of Merger dated as of March 10, 2003, by and

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among Compass Bancshares, CBMMT, Inc., MMT and the shareholders of MMT;

- (iv) that certain Agreement and Plan of Merger dated as of February 28, 2003, by and among Compass Bancshares, Compass Arizona 2003 Corp., Mueller and the shareholders of Mueller;
- (v) that certain Agreement and Plan of Merger dated as of May 30, 2002, by and among Compass Bancshares, Compass Colorado 2002, Inc., Olson and the shareholders of Olson; and/or
- (vi) that certain Agreement and Plan of Merger dated as of July 1, 2002, by and among Compass Bancshares, Compass A.A. Corporation, SSA and Osborn 2002 Holdings, L.C.

In the event of any conflict between this Plan and any or all of the Superior Agreements, the Superior Agreements will control.

- 8. Counterparts. This Plan may be executed in two or more identical counterparts, each of which when executed and delivered by the parties hereto shall be an original, but all of which together shall constitute a single agreement.
- 9. Amendment. TIA and each of the Companies, by mutual consent of their respective Boards of Directors, to the extent permitted by law, may amend, modify, supplement and interpret this Plan in such manner as may be mutually agreed upon by them in writing at any time before or after adoption thereof by shareholders of the Companies.
- 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES.

[Signature Page Follows]

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IN WITNESS WHEREOF, TIA and the Companies have caused this Plan to be executed in counterparts by their duly authorized officers as of the date first above written.

TEXAS INSURANCE AGENCY, INC. -
SAN ANTONIO
a Texas corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary

APOGEE HOLDINGS, INC.
a Texas corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary

COMPASS BANCSHARES INSURANCE, INC.
an Alabama corporation

By: Joseph B. Cartee
Joseph B. Cartee, Assistant Secretary

COMPASS BANCSHARES INSURANCE
AGENCY OF FLORIDA, INC.
a Florida corporation

By: Joseph B. Cartee
Joseph B. Cartee, Assistant Secretary

CSN INSURANCE AGENCY, INC.
a Texas corporation

By: Joseph B. Cartee
Joseph B. Cartee, Assistant Secretary

COMPASS INSURANCE AGENCY, INC.
a Colorado corporation

By: Joseph B. Cartee
Joseph B. Cartee, Assistant Secretary

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HORIZONS INSURANCE GROUP, INC.
a Texas corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary

MAXSON—MAHONEY—TURNER, INC.
a Texas corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary

MUELLER & ASSOCIATES, INC.
an Arizona corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary

OLSON & OLSON, LTD.
a Colorado corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary

**SCHAEFER—SMITH—ANKENEY
INSURANCE AGENCY, INC.**
an Arizona corporation

By: Joseph B. Cartee
Joseph B. Cartee, Secretary