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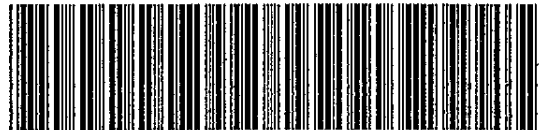
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*Cheryl Deavers
gave suggestion to
make name corrections
on all doc.*

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

05 JAN 10 PM 1:32

FILED

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TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

CHERYL L. DEAVERS, PRESIDENT
(Name of person)

DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.
(Name of firm/company)

3920 VIA DEL REY, SUITE #3
(Address)

BONITA SPRINGS, FL 34134
(City/state and zip code)

For further information concerning this matter, please call:

CHERYL L. DEAVERS at (239) 992-1973
(Name of person) (Area code & daytime telephone number)

☒ Certified copy (optional) \$8.75 (plus \$1 per page for each page over 8, not to exceed a maximum of \$52.50; please send an additional copy of your document if a certified copy is requested)

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
409 E. Gaines St.
Tallahassee, FL 32399

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.	FLORIDA	
Second: The name and jurisdiction of each <u>merging</u> corporation:		
<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
TERRY L. FLYNN TAX And FINANCIAL CONSULTANTS, INC.	FLORIDA	
_____	_____	_____
CHERYL L. DEAVERS MERGER INC.	FLORIDA	
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days in the future.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on DECEMBER 31, 2004

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on DECEMBER 31, 2004

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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05 JAN 10 PM 1:32
SECRETARY OF STATE
TALLAHASSEE, FL

Name of Corporation

Typed or Printed Name of Individual & Title

CHERYL L. DEEVERS, PRESIDENT

LORI L. DITMAR, PRESIDENT

CHERYL L. DEAVERS, PRESIDENT

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.	FLORIDA

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
TERRY L. FLYNN TAX AND FINANCIAL CONSULTANTS, INC.	FLORIDA
CHERYL L. DEAVERS MERGER INC.	FLORIDA

Third: The terms and conditions of the merger are as follows:

TERRY L. FLYNN TAX & FINANCIAL CONSULTANTS, INC ("TLF") AND
CHERYL L. DEAVERS MERGER INC. ("CLD") SHALL MERGE INTO DEAVERS
DITMAR & FLYNN TAX & FINANCIAL CONSULTANTS, INC. (ALL FLORIDA
CORPORATIONS) ON THE EFFECTIVE DATE. THE SURVIVING CORPORATION
SHALL BE DEAVERS DITMAR & FLYNN TAX & FINANCIAL CONSULTANTS, INC
("DD&F"). THE SEPERATE EXISTENCE OF TLF AND CLD SHALL CEASE
EFFECTIVE WITH THE MERGER.

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHMENT "FOURTH"

(Attach additional sheets if necessary)

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached as an exhibit:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

PLAN OF MERGER

DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.

ATTACHMENT

FOURTH:

ALL ISSUED AND OUTSTANDING SHARES OF TERRY L. FLYNN TAX ~~AND~~ FINANCIAL CONSULTANTS, INC. AND CHERYL L. DEAVERS MERGER ON EFFECTIVE DATE OF THE MERGER SHALL BE CANCELLED. THERE ARE NO OUTSTANDING RIGHTS TO ACQUIRE SHARES OF EITHER THE MERGING OR SURVIVING CORPORATIONS. EACH PRE-MERGER PERCENTAGE OF OWNERSHIP IN DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC. SHALL ON THE EFFECTIVE DATE OF THE MERGER BE THE PERCENTAGE OF OWNERSHIP IN THE REMAINING CORPORATION.

PLAN AND AGREEMENT OF MERGER
BY AND AMONG
TERRY L. FLYNN TAX AND FINANCIAL CONSULTANTS, INC.
(a Florida Corporation)
and
CHERYL L. DEAVERS MERGER INC.
(a Florida corporation)
and
DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.
(a Florida Corporation)

THIS PLAN AND AGREEMENT OF MERGER (the "Agreement") is made and entered into as of the close of business December 31, 2004, by and among Terry L. Flynn Tax and Financial Consultants, Inc., a Florida corporation ("TLF"), Cheryl L. Deavers Merger Inc., a Florida corporation ("CLD"), Deavers Ditmar & Flynn, Tax & Financial Consultants, Inc., a Florida corporation ("DD&F") (TLF, CLD and DD&F are hereinafter collectively referred to as the "Constituent Entities"), Lori L. Ditmar, the owner of all of the outstanding stock of TLF, Cheryl L. Deavers, the owner of all the outstanding stock of CLD, and Lori L. Ditmar and Cheryl L. Deavers, the owners of all the outstanding stock of DD&F.

WHEREAS, the registered office of TLF in the State of Florida is at Suite #3, 3920 Via Del Rey, Bonita Springs, FL 34134; and

WHEREAS, the registered office of CLD in the State of Florida is at Suite #3, 3920 Via Del Rey, Bonita Springs, FL 34134; and

WHEREAS, the registered office of DD&F in the State of Florida is at Suite #3, 3920 Via Del Rey, Bonita Springs, FL 34134; and

WHEREAS, TLF, CLD and DD&F deem it advisable and to the advantage, welfare and best interest of the Constituent Entities to continue the businesses of the Constituent Entities in the form of a single company and to that end to merge said Constituent Entities under and pursuant to the provisions of the Florida Business Corporation Act (the "Act"); and

WHEREAS, the Constituent Entities and their respective shareholders desire to make those representations and agreements specified herein in connection with this Agreement; and

WHEREAS, the Constituent Entities intend that this merger shall constitute a reorganization within the meaning of Section 368(a) of the Internal revenue Code (the "Code"), and in furtherance thereof intend that this Agreement shall be a "Plan of Reorganization" within the meaning of Sections 354(a) and 361(a) of the Code;

NOW THEREFORE, upon the terms and subject to the conditions of this Agreement herein contained, and in accordance with the Act, it is hereby agreed by and between the parties hereto, that TLF, CLD and DD&F shall be merged into a single corporation (the "Merger"), wherein DD&F shall be the surviving entity and the separate existence of TLF and CLD shall cease;

AND, the parties hereto do, by these presents, agree to and prescribe the terms and conditions of the Merger, and the mode of carrying the same into effect, which terms and conditions and mode of carrying the same into effect said parties hereto deem necessary, and the parties hereto do mutually and severally agree and covenant to observe, keep and perform, as follows:

ARTICLE I

Upon the terms and subject to the conditions of this Agreement, TLF and CLD shall be and are hereby merged into DD&F in accordance with the provisions of Section 607.1101 of the Act.

The parties hereto shall cause the Merger to be effective by filing with the Secretary of State of Florida (the "Secretary of State") Articles of Merger in such form as is required by and executed in accordance with Section 607.1105 of the Act (the "effective date of the Merger").

ARTICLE II

The name of the surviving corporation is Deavers Ditmar & Flynn, Tax ~~§~~ Financial Consultants, Inc. (the "Surviving Corporation").

ARTICLE III

Each percentage of ownership in DD & F shall, on the effective date of the Merger, be the identical percentage interest in the Surviving Corporation.

ARTICLE IV

- A. The company name, identity, existence, franchises, rights and immunities of DD&F shall continue unaffected and unimpaired by the Merger.
- B. The Certificate of Incorporation of DD&F shall be the Certificate of Incorporation of the Surviving Corporation as the same shall be in effect on the effective date of the Merger.
- C. As a result of the Merger, the separate existence of TLF and CLD shall cease. All shares of TLF and CLD issued and outstanding on the effective date of the Merger shall no longer be outstanding and be automatically cancelled.

- D. The Surviving Corporation's principal place of business shall be Suite #3, 3920 Via Del Rey, Bonita Springs, FL 34134 ("place of business").
- E. This Agreement shall be on file at the place of business of DD&F. A copy of this Agreement will be furnished by DD&F upon written request and without cost to any person holding an interest in any of the Constituent Entities.
- F. The name and address of the statutory agent upon whom any process against, notice to or demand of any of the Constituent Entities or DD&F may be served are:

<u>Name</u>	<u>Address</u>
Cheryl L. Deavers, President	Suite #3
Deavers Ditmar & Flynn, Tax &	3920 Via Del Rey
Financial Consultants, Inc.	Bonita Springs, FL 34134

ARTICLE V

At any time prior to the effective date of the Merger this Agreement may be amended, altered or repealed and other provisions authorized by the Act at the time in force may be added or inserted in the manner and at the time prescribed by the Act, and all rights at any time conferred upon the shareholders and directors of the Constituent Entities by this Agreement are granted subject to the provisions of this Article V.

At any time prior to the effective date of the Merger, this Agreement may be terminated by the respective and appropriate shareholders and directors of any of the Constituent Entities.

ARTICLE VI

Upon the consummation of the Merger hereby provided for, each and every right, privilege, power, and franchise, and each and every other interest of each of the Constituent Entities, shall be thereafter as fully and effectually the property of DD&F as they were the properties of each of the Constituent Entities; provided, however, that all rights of creditors and all liens upon any property of the parties hereto shall be preserved unimpaired; and all rights of creditors, debts, liabilities and duties of TLF and CLD shall thenceforth attach to DD&F and may be enforced against it to the same extent as if said rights of creditors, debts, liabilities and duties had been incurred or contracted by DD&F.

If at any time DD&F shall deem or be advised that any further assignments, assurances in the law or other things are necessary or desirable to vest in it, according to the terms hereof, the title to any property of TLF and/or CLD, said TLF and/or CLD, and their proper shareholders and directors shall and will execute and do all such proper assignments, assurances in the law and other things necessary or desirable to vest title to such property in DD&F and otherwise to carry out the purposes of this Agreement.

ARTICLE VII

This Agreement shall be adopted and executed by each of the Constituent Entities in accordance with the provisions of the Act and shall take effect, subject to the terms hereof, and shall be deemed and taken to be the agreement and act of merger of the Constituent Entities, upon the adoption, approval and authorization of the respective and proper shareholders and directors of the Constituent Entities and upon the doing of such other things as are required by the Act.

ARTICLE VIII

In order to induce CLD and DD&F to enter into this Agreement, TLF and Lori L. Ditmar hereby represent and warrant to CLD and DD&F and Cheryl L. Deavers that the statements in this Article VIII are true, correct and complete.

- 8.1 At the effective date of the Merger, TLF does not own any equity or ownership interest in Premier Assurances Services, Inc.
- 8.2 As of December 31, 2004, except (a) for liabilities incurred in the ordinary course of business that in the aggregate do not exceed \$5,000 and (b) as and to the extent disclosed on Exhibit VIII - 8.2, attached hereto and made a part hereof, TLF has no debts, liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise, whether due or to become due.
- 8.3 There are no debts, liabilities or obligations (expressed or implied) of the shareholder(s) of TLF that affect TLF's assets or the ability of TLF to enter into the Merger.
- 8.4 If, contrary to paragraphs 8.2 or 8.3 above and except as permitted therein, there are such debts, liabilities or obligations, Lori L. Ditmar will immediately pay or discharge such debts, liabilities or obligations and indemnify, defend and hold harmless CLD, DD&F and Cheryl L. Deavers from any loss or liability arising out of such debt, liability or obligation.

ARTICLE IX

In order to induce TLF and DD&F to enter into this Agreement, CLD and Cheryl L. Deavers hereby represent and warrant to TLF and DD&F and Lori L. Ditmar that the statements in this Article IX are true, correct and complete.

- 8.1 As of December 31, 2004, except (a) for liabilities incurred in the ordinary course of business that in the aggregate do not exceed \$5,000 and (b) as and to the extent disclosed on Exhibit IX - 8.2, attached hereto and made a part hereof, CLD has no debts, liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise, whether due or to become due.

- 8.2 There are no debts, liabilities or obligations (expressed or implied) of the shareholder(s) of CLD that affect CLD's assets or the ability of CLD to enter into the Merger.
- 8.3 If, contrary to paragraphs 8.1 or 8.2 above and except as permitted therein, there are such debts, liabilities or obligations, Cheryl L. Deavers will immediately pay or discharge such debts, liabilities or obligations and indemnify, defend and hold harmless TLF, DD&F and Lori L. Ditmar from any loss or liability arising out of such debt, liability or obligation.

ARTICLE X

In order to induce TLF and CLD to enter into this Agreement, DD&F and Lori Ditmar and Cheryl L. Deavers hereby represent and warrant to TLF and CLD that the statements in this Article X are true, correct and complete.

- 8.1 As of December 31, 2004, except (a) for liabilities incurred in the ordinary course of business that in the aggregate do not exceed \$5,000 and (b) as and to the extent disclosed on Exhibit X - 8.1, attached hereto and made a part hereof, DD&F has no debts, liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise, whether due or to become due.
- 8.2 There are no debts, liabilities or obligations (expressed or implied) of the shareholder(s) of DD&F that affect DD&F's assets or the ability of DD&F to enter into the Merger.
- 8.3 If, contrary to paragraphs 8.1 or 8.2 above and except as permitted therein, there are such debts, liabilities or obligations, Lori L. Ditmar and Cheryl L. Deavers will immediately pay or discharge such debts, liabilities or obligations and indemnify, defend and hold harmless TLF and CLD from any loss or liability arising out of such debt, liability or obligation.

ARTICLE XI

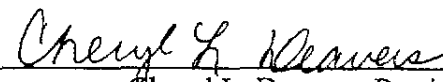
This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same agreement. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties hereto.

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

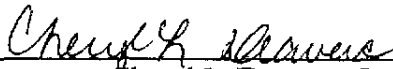
TERRY L. FLYNN TAX ^{AND} FINANCIAL CONSULTANTS, INC.

BY: 
Lori L. Ditmar, President

CHERYL L. DEAVERS MERGER INC.

BY: 
Cheryl L. Deavers, President

DEAVERS DITMAR & FLYNN, TAX, & FINANCIAL CONSULTANTS, INC.

BY: 
Cheryl L. Deavers, President


Lori L. Ditmar


Cheryl L. Deavers

EXHIBIT VIII - 8.2
TO
PLAN AND AGREEMENT OF MERGER
BY AND AMONG
TERRY L. FLYNN TAX & FINANCIAL CONSULTANTS, INC.
and
CHERYL L. DEAVERS MERGER INC.
and
DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.

DEBTS, LIABILITIES OR OBLIGATIONS AS OF DECEMBER 31, 2004:

R/D - LLO

EXHIBIT IX - 8.2
TO
PLAN AND AGREEMENT OF MERGER
BY AND AMONG
TERRY L. FLYNN TAX ~~AND~~ FINANCIAL CONSULTANTS, INC.
and
- CHERYL L. DEAVERS MERGER INC.
and
DEAVERS DITMAR & FLYNN, TAX & FINANCIAL CONSULTANTS, INC.

DEBTS, LIABILITIES OR OBLIGATIONS AS OF DECEMBER 31, 2004:

n/a - cld

EXHIBIT X - 8.1
TO
PLAN AND AGREEMENT OF MERGER
BY AND AMONG
TERRY L. FLYNN TAX ~~AND~~ FINANCIAL CONSULTANTS, INC.
and
CHERYL L. DEAVERS MERGER INC.
and
DEAVERS DITMAR § FLYNN, TAX & FINANCIAL CONSULTANTS, INC.

DEBTS, LIABILITIES OR OBLIGATIONS AS OF DECEMBER 31, 2004:

N/A - LLO

N/A - Cld