

018256

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

CL MERGER COMPANY, INC., a Florida corporation, document number
P97000007566

INTO

CONGER LIFE INSURANCE COMPANY, a Florida corporation, 018256.

File date: July 3, 1997

Corporate Specialist: Karen Gibson

018256

Charge Number Only

6/20

Marsha

Alan Hecht

Requestor's Name

2670 N.E. 215 Street

Address

Miami, Fl. 33180.

City

State

ZIP

Phone

933-1441 B

VALIDATION ONLY

97 JUL -3 AM 11:59
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

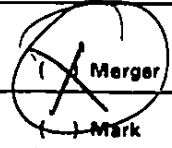
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-06/24/97--01049--010
*****70.00 *****70.00

CORPORATION(S) NAME

Conger Life Insurance Company

800002221368
-06/24/97--01049--011
*****52.50 *****52.50

- Profit
- NonProfit
- Foreign
- Limited Partnership
- Reinstatement
- Certified Copy of articles.
- Call When Ready
- Walk In
- Amendment
- Annual Report
- Reservation
- Photo Copies
- Call If Problem
- Will Wait
- Merger
- Other
- Change of Registered Agent
- Certificate Under Seal
- After 4:30
- Mail Out



Empire Toll Free: 1-800-432-3028

Name
Availability
Document
Examiner
Updater
Verifier
Acknowledgment
WP Verifier

Handwritten initials and numbers: 703, 713, 713

97 JUN 21 PM 11:15
OFFICE OF THE SECRETARY OF STATE

LAW OFFICES

ALAN R. HECHT

ADMITTED TO PRACTICE LAW IN

FLORIDA
NEW YORK
UNITED STATES TAX COURT

2670 N.E. 215TH STREET
MIAMI, FLORIDA 33180

TEL. (305) 933-1441
FAX. (305) 935-2041

CERTIFIED PUBLIC ACCOUNTANT
LICENSED IN

FLORIDA
NEW YORK

July 2, 1997

Empire Corporate Kit
328 W. Flagler Street
Miami, FL 33130
Attn: Christina

Re: **CONGER LIFE INSURANCE COMPANY
ARTICLES OF MERGER**

Dear Christina:

Enclosed please find the original letter of the Department of Insurance addressed to the Division of Corporations to be filed with the Articles of Merger for the above referenced.

If you have any questions, please call.

Sincerely,



Alan R. Hecht

ARH:mh



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

June 24, 1997

EMPIRE

TALLAHASSEE, FL

SUBJECT: CONGER LIFE INSURANCE COMPANY
Ref. Number: 018256

We have received your document for CONGER LIFE INSURANCE COMPANY and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

Any amendment for a Florida insurance company must contain the endorsed approval by the Florida Department of Insurance before the amendment can be filed with this office. The address of the Florida Department of Insurance is:

Florida Department of Insurance
200 E. Gaines St.
Larson Bldg.
Tallahassee, FL 32399

AN INSURANCE COMPANY MAY NOT BE A PARTY TO A MERGER WITHOUT WRITTEN APPROVAL OF THE DEPARTMENT OF INSURANCE.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6880.

Karen Gibson
Corporate Specialist

Letter Number: 797A00033419

97 JUL -3 10:13:09
DIVISION OF CORPORATIONS



THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

BILL NELSON

June 30, 1997

Karen Gibson, Corporate Specialist
Florida Department of State - Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

Subject: Conger Life Insurance Company - Reference Number 018256

Dear Ms. Gibson:

This letter is in response to your letter dated June 24, 1997 concerning the above referenced filing of Articles of Merger dated June 19, 1997 involving Conger Life Insurance Company and CL Merger Company, Inc.

The Florida Department of Insurance approved the merger of Conger Life Insurance Company with CL Merger Company, Inc., with Conger Life Insurance Company as the surviving entity, pursuant to a Consent Order(Case No.: 19370-96-C) officially filed on June 6, 1997.

If the Department of Insurance can be of additional assistance in this matter, please contact the undersigned.

Sincerely,

Michelle L. Newell, FLMI, ACS

cc: Alan R. Hecht
Charles F. Williams
John C. Woods
Paul D. Johns

TREASURER • INSURANCE COMMISSIONER • FIRE MARSHAL

MICHELLE L. NEWELL, FLMI, ACS • BUREAU CHIEF • LIFE & HEALTH INSURER SOLVENCY & MARKET CONDUCT
200 EAST GAINES STREET • TALLAHASSEE, FLORIDA 32399-0327 • (850)922-3153 EXT. 5051 • TELECOPIER (850)488-7061

Affirmative Action / Equal Opportunity Employer

ARTICLES OF MERGER

CONGER LIFE INSURANCE COMPANY

AND

CL MERGER COMPANY, INC.

FILED
97 JUL -3 AM 11:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapters 607 and 628, Florida Statutes, the undersigned Corporations, **CL MERGER COMPANY, INC.**, and **CONGER LIFE INSURANCE COMPANY**, adopt the following Articles of Merger, for **CL MERGER COMPANY, INC.**, Corporate Document Number P97000007566, and **CONGER LIFE INSURANCE COMPANY**, Corporate Document Number 018256.


FIRST: The **AGREEMENT OF MERGER**, a copy of which is attached hereto, is effective on the 17th day of June, 1997.

SECOND: The **AGREEMENT OF MERGER** were adopted by unanimous consent of the Stockholders and the Board of Directors of **CONGER LIFE INSURANCE COMPANY**, and **CL MERGER COMPANY, INC.**, at Joint Meetings of the Stockholders and Board of Directors held on the 17th day of June, 1997.

THIRD: The Merger has been filed and approved by the Florida Department of Insurance.

CL MERGER COMPANY, INC.

CONGER LIFE INSURANCE COMPANY

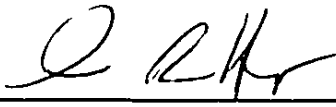
By: 
CHARLES F. WILLIAMS, its President

By: 
CHARLES F. WILLIAMS, its President

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of June, 1997, by **CHARLES F. WILLIAMS**, who is personally known to me as the person described in and who executed the foregoing or who has produced _____ as identification, and who did did not take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Hollywood, Florida, the day and year first written above.



(Printed Name of Notary) **ALAN R HECHT**
OFFICIAL NOTARY SEAL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC458542
COMMISSION EXP. MAY 21, 1999
Serial Number of Notary _____
Notary Public, State of Florida
My Commission Expires:

AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER, dated June 11th, 1997, between **CL MERGER COMPANY, INC.**, a Florida corporation, hereinafter called **CL MERGER**, and **CONGER LIFE INSURANCE COMPANY**, a Florida corporation, hereinafter called **CONGER**.

RECITALS

- A. **CL MERGER** is a corporation organized and existing under the laws of the State of Florida, having been incorporated on January 27, 1997. The authorized common stock of **CL MERGER** consists of 1,000,000 shares of Common Stock with a par value of \$.01 each, hereinafter called Common Stock, of which 1,000,000 shares are issued and outstanding.
- B. **CONGER** is a corporation organized and existing under the laws of the State of Florida, having been incorporated on August 17th, 1944. The authorized common stock of **CONGER** consists of 1,000,000 shares of Common Stock of the par value of \$1.00 each, all of which shares are issued and outstanding. 1,000,000 shares will be issued and outstanding upon the Effective Date of the Merger hereinafter provided for.
- C. **CL MERGER** is the owner of 909,484 Shares of **CONGER**.
- D. The Boards of Directors of **CL MERGER** and **CONGER**, respectively, deem it desirable and in the best interests of the corporations and their shareholders that **CL MERGER** be merged into **CONGER**, and the corporations, respectively, desire that they so merge under and pursuant to the laws of Florida.

Now, therefore, in consideration of the promises and of the mutual covenants and agreements herein set forth and for the purpose of prescribing the terms and conditions of such Merger, the parties hereto covenant and agree as follows:

AGREEMENT

- 1. **MERGER**. As soon as all the following events shall have happened,
 - 1.1. this **AGREEMENT** shall have been adopted and approved by the votes of the holders of the Common Stock of **CL MERGER** and **CONGER** at separate meetings of the shareholders of **CL MERGER** on the one hand and of the shareholders of **CONGER** on the other, in accordance with the requirements of the laws of Florida, and that fact shall have been certified hereon by the respective Secretaries or other officers of each of such Corporations under their respective corporate seals; and

- 1.2. this **AGREEMENT**, so adopted and certified, shall have been signed, acknowledged, and filed, all as required by the provisions of Section 607.0120 of the Florida Statutes; and
 - 1.3. an Amendment to the Articles of Incorporation, if required, in the form required by the provisions of Section 607.0120 of the Florida Statutes, shall have been made, signed, sworn to, certified, endorsed, and filed all as required by the provisions of such Statute; and
 - 1.4. the Department of Insurance of the State of Florida shall have approved the Merger; and
 - 1.5. thereupon **CL MERGER** shall be deemed to have merged with and into **CONGER** which shall survive the Merger and which shall have the name provided in paragraph 2 hereof.
 - 1.6. The single corporation which shall so survive the Merger is hereinafter sometimes called the Surviving Corporation; **CL MERGER** and **CONGER** are hereinafter sometimes called the Constituent Corporations; and the date and time when the Constituent Corporations shall merge and become the Surviving Corporation are hereinafter referred to as "the Effective Date of the Merger."
2. **NAME AND PURPOSES OF SURVIVING CORPORATION.** The name of the Surviving Corporation shall be **CONGER LIFE INSURANCE COMPANY**. The purposes for which the Surviving Corporation is formed and the nature of the business to be transacted by it shall be as set forth in the Articles of Incorporation of **CONGER**, as they were amended from time to time, on the Effective Date of the Merger.
 3. **ARTICLES OF INCORPORATION OF SURVIVING CORPORATION.** On the Effective Date of the Merger, the Articles of Incorporation of **CONGER**, shall be the Articles of Incorporation of the Surviving Corporation until further amended as provided by law.
 4. **BYLAWS OF SURVIVING CORPORATION.** On the Effective Date of the Merger, the Bylaws of **CONGER** as heretofore amended, shall be the Bylaws of the Surviving Corporation until the same shall be altered, amended, or repealed, or until new Bylaws shall be adopted, in accordance with the provisions thereof.
 5. **DIRECTORS OF SURVIVING CORPORATION.**
 - 5.1. The Board of Directors of the Surviving Corporation shall initially consist of **FIVE (5)** directors, each of whom shall hold office until the annual meeting of the shareholders of the Surviving Corporation to be held in 1998, and until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation, or removal. The respective names, places of residence, and addresses of such directors are as follows:

Name

Charles F. Williams

Carolyn O. Williams

David J. Harwood

David C. Stephens

Richard E. Geier

- 5.2. If on the Effective Date of the Merger a vacancy shall exist in the Board of Directors of the Surviving Corporation by reason of the inability or failure of any of the above persons to accept a directorship in the Surviving Corporation, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the Surviving Corporation.

6. OFFICERS OF SURVIVING CORPORATION.

- 6.1. The principal officers of the Surviving Corporation, each of whom shall hold office until such person's successor shall have been duly elected or appointed and shall have qualified or until such person's earlier death, resignation, or removal, and their respective offices, places of residence, and post office addresses, are as follows:

<u>Name</u>	<u>Office to be Held</u>
Charles F. Williams	President
Carolyn O. Williams	Vice-president
David J. Harwood	Assistant Secretary
Karen H. Kelley	Secretary/Treasurer

- 6.1. The Surviving Corporation may have such other officers as shall be provided for in its Bylaws.
- 6.2. If on the Effective Date of the Merger a vacancy shall exist in any of the offices above specified by reason of the inability or failure of any of the above persons to accept the office to which he is designated, such vacancy may thereafter be filled in the manner provided by law or in the Bylaws of the Surviving Corporation.

7. **COMMON STOCK OF SURVIVING CORPORATION.** On the Effective Date of the Merger, the total amount of common stock of the Surviving Corporation to be authorized, the number of shares into which the common stock is to be divided, and the par value of the shares are 1,000,000 shares of Common Stock of a par value of \$1.00 per share, amounting in the aggregate to \$1,000,000.00.
8. **CONVERSION OF OUTSTANDING SECURITIES ON MERGER.** The manner and basis of converting the outstanding Common Stock of **CL MERGER** and the Common Stock of **CONGER** into stock of the Surviving Corporation upon the Effective Date of the Merger shall be as follows:
 - 8.1. Common stock of **CONGER** prior to the Merger. Each of the shares of Common Stock of **CONGER** not owned by **CL MERGER** outstanding on the Effective Date of the Merger shall be canceled and each holder of such Share shall be paid \$1.66 per Share. All shares owned by **CL MERGER** on the Effective Date of the Merger shall remain owned by **CL MERGER** after the Effective Date of the Merger.
 - 8.2. Common stock of **CL MERGER**. Each of the shares of Common Stock of **CL MERGER** outstanding on the Effective Date of the Merger shall be converted to be shares of Common Stock of the Surviving Corporation, but in no event shall the Common Stock of **CONGER** exceed 1,000,000 Shares.
9. **EXCHANGE OF CERTIFICATES.**
 - 9.1. **EXCHANGE OF CERTIFICATES OF CL MERGER.** On and after the Effective Date of the Merger, each holder of a certificate or certificates theretofore representing Common Stock of **CL MERGER** shall be entitled, upon the surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose, to receive in exchange therefor a certificate or certificates representing the number of full shares of Common Stock of the Surviving Corporation which the shares of Common Stock of **CL MERGER** continue to be or into which the shares of Common Stock of **CONGER** shall have been converted as provided in this paragraph 9 hereof. Until so surrendered, each outstanding certificate which, prior to the Effective Date of the Merger, represented shares of Common Stock of **CL MERGER** shall be deemed for all purposes to evidence only the ownership of the full shares of Common Stock of the Surviving Corporation as the same shall have been continued or into which the same shall have been converted in accordance with the provisions of paragraph 8 hereof.
 - 9.2. **EXCHANGE OF CERTIFICATES OF CONGER.** On and after the Effective Date of the Merger, each holder of a certificate or certificates theretofore representing Common Stock of **CONGER** owned by Shareholders other than **CL MERGER**, shall be entitled, upon the surrender of such certificate or certificates at the office or the agency of the Surviving Corporation designated for the purpose, to receive in exchange therefor the Per Share price of \$1.66 per Share. Until so surrendered, each outstanding certificate

which, prior to the Effective Date of the Merger, represented shares of Common Stock of CONGER shall be deemed for all purposes to evidence only the right to be paid the Purchase Price, or if applicable, an amount as determined by a court of competent jurisdiction for any shareholder who is entitled to Dissenters' Rights.

10. PROHIBITED ACTIONS OF CONSTITUENT CORPORATIONS AND SUBSIDIARIES. Between the date hereof and the Effective Date of the Merger, neither CONGER nor CL MERGER will, except with the prior written consent of the other:

- 10.1. issue or sell any stock, bonds, or other corporate securities;
- 10.2. make any dividend or other payment or distribution to its shareholders or purchase or redeem any shares of its common stock;
- 10.3. *sell or transfer any of its tangible assets or cancel any debts or claims except in each case in the ordinary course of business;*
- 10.4. waive any right of any substantial value; or
- 10.5. enter into any transaction other than in the ordinary course of business.

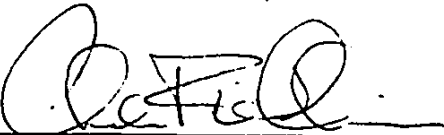
11. EFFECT OF MERGER. On the Effective Date of the Merger, CL MERGER and CONGER shall cease to exist separately and CL MERGER shall be merged with and into CONGER in accordance with the provisions of this AGREEMENT and in accordance with the provisions of and with the effect provided in Sections 607.1101 through 607.1106 of the Florida Statutes, as amended. As provided therein, on the Effective Date of the Merger the Surviving Corporation shall possess all the rights, privileges, powers, franchises, and trust and fiduciary duties, powers, and obligations, as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of each of the Constituent Corporations, and all and singular, the rights, privileges, powers, and franchises, and trust and fiduciary rights, powers, duties, and obligations, of each of the Constituent Corporations; and all property, real, personal, and mixed, and all debts due to either of the Constituent Corporations on whatever account, as well for stock subscriptions as all other things in action or belonging to each of the Constituent Corporations shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the respective Constituent Corporations; and the title to any real estate, whether vested by deed or otherwise, in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger; provided, however, that all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if such debts, liabilities, and duties had been incurred or contracted by the Surviving Corporation.

12. **FURTHER INSTRUMENTS.** From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, **CL MERGER** will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments; and will take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all its property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purposes of this **AGREEMENT**.
13. **COMMON STOCK.** On the Effective Date of the Merger, the 1,000,000 shares of Common Stock of the Surviving Corporation as the same shall have been continued or into which the outstanding shares of Common Stock of **CL MERGER** shall have been converted, in accordance with the provisions of paragraphs 8 and 9 hereof, shall be issued and outstanding.
14. **PRINCIPAL OFFICES.** The location of the principal office of the Surviving Corporation shall be One Oakwood Boulevard, Suite 250, Hollywood, Florida 33020.
15. **ABANDONMENT OF MERGER.** This **AGREEMENT** may be terminated and the Merger provided for hereby abandoned (1) by votes of the Boards of Directors of both the Constituent Corporations at any time prior to the Effective Date of the Merger; (2) by votes of the Board of Directors of either of the Constituent Corporations at any time prior to the Effective Date of the Merger if a) the other Constituent Corporation, without prior written consent of such Constituent Corporation, shall take any action prohibited by this **AGREEMENT**, or b) the other Constituent Corporation shall not have furnished such certificates in connection with the Merger and matters incidental thereto as it shall have agreed to furnish, or c) if, in the opinion of the Board of Directors of such Constituent Corporation, any consent of any third party to the Merger is reasonably necessary to prevent a default under any outstanding obligation of either Constituent Corporation, and such consent is not obtainable without penalty; or (3) by vote of the Board of Directors of either of the Constituent Corporations at any time on or after June 15, 1997, if the Merger contemplated hereby shall not have been effected prior thereto. In the event of any such termination and abandonment, this **AGREEMENT** shall be void and have no effect, and there shall be no liability on the part of either of the Constituent Corporations or any director, officer, or shareholder of either of such Constituent Corporations in respect thereof.
16. **RIGHT OF AMENDMENT.** The Surviving Corporation hereby reserves the right to amend, alter, change, or repeal any provision contained in its Act of Incorporation, as from time to time amended, and any provision contained in this **AGREEMENT**, in the manner now or hereafter prescribed by law or by such Act, as from time to time amended; and all rights and powers of whatsoever nature conferred in such Act of Incorporation, as from time to time amended, or herein, upon any shareholder, director, officer, or any other person are subject to this reservation.

IN WITNESS WHEREOF CL MERGER COMPANY, INC., a Florida corporation, and CONGER LIFE INSURANCE COMPANY, a Florida corporation, have caused this AGREEMENT to be signed in their corporate names by their respective Presidents and their respective Secretaries under the seals of the corporations, all as of the day and year first above written.

Corporate Seal

CL MERGER COMPANY, INC.

BY: 

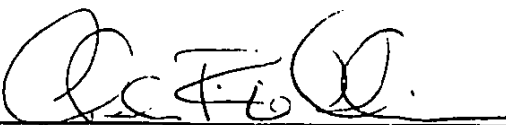
CHARLES WILLIAMS, its President

Attest:


CAROLYN WILLIAMS, its Vice-president

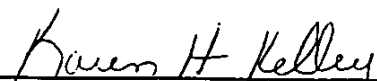
Corporate Seal

CONGER LIFE INSURANCE COMPANY

BY: 

CHARLES WILLIAMS, its President

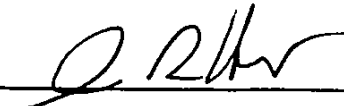
Attest:


KAREN H. KELLEY, its Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of June, 1997, by CHARLES WILLIAMS, who is personally known to me as the person described in and who executed the foregoing or who has produced _____ as identification, and who did , did not , take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Hollywood, Florida, the day and year first written above.




(Printed Name of Notary)
Serial Number of Notary _____
Notary Public, State of _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL ALAN R HECHT NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC458547 MY COMMISSION EXP. MAY 21, 1999
--

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19 day of June, 1997 by CAROLYN WILLIAMS, who is personally known to me as the person described in and who executed the foregoing or who has produced _____ as identification, and who did , did not , take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Hollywood, Florida, the day and year first written above.




(Printed Name of Notary)
Serial Number of Notary _____
Notary Public, State of _____
My Commission Expires: _____

OFFICIAL NOTARY SEAL ALAN R HECHT NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC458547 MY COMMISSION EXP. MAY 21, 1999
--

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 11 day of June, 1997 by KAREN H. KELLEY, who is personally known to me as the person described in and who executed the foregoing or who has produced _____ as identification, and who did , did not , take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Hollywood, Florida, the day and year first written above.



(Printed Name of Notary)

OFFICIAL NOTARY SEAL ALAN R HECHT NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC458547 MY COMMISSION EXP. MAY 21, 1999
--

Serial Number of Notary
Notary Public, State of Florida
My Commission Expires: