

# 471811

Jun 12 2012 04:30pm

P001

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## MERGER OR SHARE EXCHANGE

Sihle Insurance Group, Inc.

Certificate of Status	1
Certified Copy	0
Page Count	11
Estimated Charge	\$68.75

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P002

THIS INSTRUMENT PREPARED BY  
AND RETURNED TO:

Martin F. Stamp, Esquire  
Kilgore, Pearlman, Stamp,  
Ornstein & Squires, P.A.  
2 S. Orange Ave., 5<sup>th</sup> Floor  
Orlando, FL 32801

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ARTICLES OF MERGER  
OF  
SIHLE PROPERTIES, L.L.C., a Florida limited liability company - 102000003676  
INTO  
SIHLE INSURANCE GROUP, INC., a Florida corporation - 471811

ARTICLES OF MERGER between SIHLE PROPERTIES, L.L.C., a Florida limited liability company ("Sihle Properties") and SIHLE INSURANCE GROUP, INC., a Florida corporation ("Sihle Insurance").

Under §607.1105(1)(b) of the Florida Business Corporation Act, (the "Act"), Sihle Properties and Sihle Insurance adopt the following Articles of Merger:

1. The Agreement and Plan of Merger dated as of January 1, 2011 ("Plan of Merger"), between Sihle Properties and Sihle Insurance was approved and adopted by the members of Sihle Properties on May 1, 2011 and was adopted by the shareholders of Sihle Insurance on May 1, 2011.
2. Under the Plan of Merger, all issued and outstanding ownership interest of Sihle Properties' stock will be acquired by means of a merger of Sihle Properties into Sihle Insurance with Sihle Insurance being the surviving corporation ("Merger").
3. The Plan of Merger is attached as Exhibit "A." and incorporated by reference as if fully set forth.
4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Merger shall be on July 1, 2012.

Jun 12 2012 04:30pm

P003

IN WITNESS WHEREOF, the parties have set their hands on June 11, 2012.

**SIBLE PROPERTIES, L.L.C.**  
a Florida limited liability company

By: [Signature]  
Printed Name: Gerald Sible  
Its: Manager

**SIBLE INSURANCE GROUP, INC.,**  
A Florida corporation

By: [Signature]  
Printed Name: Kenneth Sible  
Its: President

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**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger, dated as of January 1, 2011, is entered into by and between **SIHLE INSURANCE GROUP, INC.**, a Florida corporation with its principal offices located at 1021 Douglas Avenue, Altamonte Springs, Florida 32714 ("Buyer") and **SIBOLE PROPERTIES, L.L.C.**, a Florida limited liability company with its principal offices located at 1021 Douglas Avenue, Altamonte Springs, Florida 32714 ("Seller").

**RECITALS**

WHEREAS, the parties desire that Seller be merged into Buyer (the "Merger"), with Buyer being the surviving corporation, all as more particularly set forth herein; and

WHEREAS, the boards of directors and/or managers of the parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective entities, members and/or shareholders and have recommended to their respective members and/or shareholders that the proposed transaction be consummated; and

WHEREAS, the Merger shall be consummated pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the parties agree as follows:

**SECTION 1. PLAN OF MERGER**

- 1.1. The Plan of Merger, Exhibit A, is incorporated by reference.

**SECTION 2. CLOSING**

Closing shall take place at the offices of Stump, Dietrich & Spears, P.A., 37 North Orange Avenue, Suite 200, Orlando, Florida 32801, at 10:00 a.m., on March 31, 2011 (the "Closing Date"), or at another time, date, and place mutually agreed to by the parties. Closing shall be consummated by the execution and acknowledgment by Buyer and Seller of Articles of Merger in accordance with F.S. Chapter 607 and other applicable law. The Articles of Merger executed and acknowledged shall be delivered for filing to the Secretary of State as promptly as possible after the consummation of the closing. The Articles of Merger shall specify the effective date and time of the Merger.

**SECTION 3. REPRESENTATIONS AND WARRANTIES OF SELLER**

- 3.1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

3.1.1. Capital Structure. The capitalization of Seller is as stated in the Operating Agreement of Seller. All of the issued and outstanding interests of Seller have been duly authorized and validly issued, and are fully paid and nonassessable, free of preemptive rights, and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Seller or any agreement to which Seller is a party or of which Seller has been given notice. There are no outstanding subscriptions, options, warrants, convertible securities, rights, agreements, understandings, or commitments of any kind relating to the subscription, issuance, repurchase, or purchase of interests or other securities of Seller, or obligating Seller to transfer any additional interests or any other securities.

3.1.2. Ownership of the Interests. The interests of Seller being issued at the closing are duly authorized and will be validly issued, fully paid, and nonassessable on their issuance. The persons receiving same at the closing will acquire good, valid, and indefeasible title, free and clear of any interests, security interests, claims, liens, pledges, options, penalties, charges, other encumbrances, buy-sell agreements, or rights of any party whatsoever.

3.1.3. Organization and Good Standing.

Seller is a limited liability company duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Organization and Bylaws of Seller, each as amended to this date, has been delivered or made available to Buyer. The minute books of Seller are current as required by law, contain the minutes of all meetings of the Seller of the date of incorporation to this date, and adequately reflect all material actions taken by Seller. Seller has no subsidiaries.

3.1.4. Authorization; Validity. The execution, delivery, and performance of this Agreement by Seller has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Seller, and is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

3.1.5. Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Seller of the transactions contemplated by this Agreement.

3.1.6. Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver, or result in the imposition of any lien or other encumbrance on any property or assets of Seller under, any agreement, lease, or other instrument to which Seller is a party or by which any of the property or assets of Seller are bound; (ii) violate any permit, license, or approval required by Seller to

own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Seller's Articles of Incorporation or Bylaws.

No representation, warranty, or covenant contained in this Agreement or in any schedule or exhibit furnished thereunder or in connection with the transactions contemplated thereby contains any untrue statement of a material fact or omits to state any fact necessary to make the statements contained in it not misleading, in light of the circumstances under which they are made, and all representations, warranties, certificates, exhibits, and schedules are correct on and as of this date and will be correct on the Closing Date.

3.2. Survival of Representations and Warranties. Each of the representations and warranties in Section 3.1 shall be deemed renewed and made again by Seller at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

#### SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER.

4.1. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

4.1.1. Organization and Good Standing.

Buyer is a corporation duly organized, validly existing, and in good standing under the law of the state of Florida, having all requisite corporate power and authority to own its assets and carry on its business as presently conducted.

A true and complete copy of the Articles of Incorporation and Bylaws of Buyer, each as amended to this date, has been delivered or made available to Buyer. The minute books of Buyer are current as required by law, contain the minutes of all meetings of the incorporators, Board of Directors, committees of the Board of Directors, and shareholders from the date of incorporation to this date, and adequately reflect all material actions taken by the incorporators, Board of Directors, committees of the Board of Directors, and shareholders of Buyer. Buyer has no subsidiaries.

4.1.2. Authorization: Validity. The execution, delivery, and performance of this Agreement by Buyer has been duly and validly authorized by all requisite corporate action. This Agreement has been duly and validly executed and delivered by Buyer, and is the legal, valid, and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, moratorium, reorganization, and other laws of general application affecting the enforcement of creditors' rights and by the availability of equitable remedies.

4.1.3. Consents. No approval, consent, waiver, or authorization of or filing or registration with any governmental authority or third party is required for the execution, delivery, or performance by Buyer of the transactions contemplated by this Agreement.

4.1.4. Violations. The execution, delivery, or performance of this Agreement does not and will not (i) with or without the giving of notice or the passage of time, or both, constitute a default under, result in breach of, result in the termination of, result in the acceleration of performance of, require any consent, approval, or waiver, or result in the imposition of any lien or other encumbrance on any property or assets of Buyer under, any agreement, lease, or other instrument to which Buyer is a party or by which any of the property or assets of Buyer are bound; (ii) violate any permit, license, or approval required by Buyer to own its assets and operate its business; (iii) violate any law, statute, or regulation or any judgment, order, ruling, or other decision of any governmental authority, court, or arbitrator; or (iv) violate any provision of Buyer's Articles of Incorporation or Bylaws.

No representation, warranty, or covenant contained in this Agreement or in any schedule or exhibit furnished thereunder or in connection with the transactions contemplated thereby contains any untrue statement of a material fact or omits to state any fact necessary to make the statements contained in it not misleading, in light of the circumstances under which they are made, and all representations, warranties, certificates, exhibits, and schedules are correct on and as of this date and will be correct on the Closing Date.

4.2. Survival of Representations and Warranties. Each of the representations and warranties in Section 4.1 shall be deemed renewed and made again by Buyer at the Closing as if made at the time, and shall survive the Closing until the expiration of all applicable statute of limitations periods.

## SECTION 5. COVENANTS OF SELLER

5.1. Except as may otherwise be consented to or approved in writing by Buyer, Seller agrees that from the date of this Agreement and until the Closing:

5.1.1. Access to Records. Seller shall provide Buyer and its representatives access to all records of Seller that they reasonably may request and provide reasonable access to the properties of Seller.

5.1.2. Solicitation. Seller agrees that it will not solicit, consider, or negotiate any offers to acquire the shares or assets of Seller, or to provide any information or to make available any management personnel to third parties for such purposes.

5.1.3. Confidentiality. Seller agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Seller's accountants, attorneys, and other professionals with whom Seller conducts business and to whom such disclosure is reasonably necessary; provided, however, that such persons shall be advised of the confidential nature of this Agreement at the time of such disclosure.

5.1.4. Proration of Taxes and Other Amounts. All applicable taxes and rental payments under the Assumed Contracts, and other expenses and revenues of the Business relating to the Assets, shall be prorated as of Closing. Utility deposits shall be retained by Seller.

5.1.5. Employee Payments. Seller shall pay all employee compensation, benefits, vacations, sick time, and all other payments due to its employees for the period up to and including the Closing Date.

5.1.6. Risk of Loss. In the event that any of the Assets are damaged by fire, vandalism, or other casualty before Closing, the cost of any repair or restoration shall be an obligation of Seller and the Closing shall proceed under the terms of this Agreement, with the cost of any such repair or restoration to be escrowed at Closing.

#### SECTION 6. CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

Unless, at the Closing, each of the following conditions is either satisfied or waived by Buyer in writing, Buyer shall not be obligated to effect the transactions contemplated by this Agreement:

6.1. Representations and Warranties. The representations and warranties of Seller are true and correct at the date of this Agreement and shall be true and correct as of the Closing as if each were made again at that time.

6.2. Performance of Covenants. Seller shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

6.3. Items to be Delivered at Closing. Seller shall have tendered for delivery to Buyer the following:

6.3.1. Delivery of Shares for Cancellation. Certificates representing all of the outstanding ownership interests of Seller duly endorsed in blank or accompanied by duly executed powers with all requisite transfer tax stamps attached, which shall be subsequently canceled.

6.3.2. Consents. Consents as required herein.

6.3.3. Good Standing Certificate. A certificate of the Florida Secretary of State, dated within 10 days of the Closing, showing that Seller is in good standing.

6.3.4. Corporate Action. A certified copy of the corporate action of Seller authorizing and approving this Agreement and the transactions contemplated by it.

6.3.5. Certificate of Incumbency. A certificate of incumbency duly executed by Seller's Secretary or Assistant Secretary.

6.3.6. Articles of Merger. A duly executed original of the Articles of Merger.



6.4. Proceedings and Instruments Satisfactory. All proceedings, corporate or other, to be taken in connection with the transactions contemplated by this Agreement, and all documents incident to this Agreement, shall be satisfactory in form and substance to Buyer and Buyer's counsel, whose approval shall not be withheld unreasonably.

6.5. Certificate. There shall be delivered to Buyer a certificate, signed by Seller, to the effect that all of the representations and warranties of Seller set forth in this Agreement are true and complete in all material respects as of the Closing Date, and that Seller has complied in all material respects with its covenants and agreements required to be complied with by the Closing.

6.6. No Adverse Change. There shall not have been a material adverse change in the financial condition of Seller or the Business, whether or not covered by insurance; nor shall any lawsuit be pending that seeks to set aside the Agreement or the transactions contemplated by it.

#### SECTION 7. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER.

Unless, at the Closing, each of the following conditions is either satisfied or waived by Seller in writing, Seller shall not be obligated to effect the transactions contemplated by this Agreement.

7.1. Representations and Warranties. The representations and warranties of Buyer in this Agreement are true and correct at the date of this Agreement and as of the Closing as if each were made again at that time.

7.2. Items to be Delivered at Closing. Buyer shall have tendered for delivery to Seller the following:

7.2.1. Delivery of Shares or Other Consideration. Stock certificates duly issued in the name of each of the shareholders not dissenting to the proposed Merger, or such other consideration as is required to be delivered by this Agreement.

7.2.2. Consents. The consents as required herein.

7.2.3. Good Standing Certificate. A certificate of the Florida Secretary of State, dated within 10 days of the closing, showing that Buyer is in good standing.

7.2.4. Corporate Action. A certified copy of the corporate action of Buyer authorizing and approving this Agreement and the transactions contemplated by it.

7.2.5. Certificate of Incumbency. A certificate of incumbency duly executed by Buyer's Secretary or Assistant Secretary.

7.2.6. Articles of Merger. A duly executed original of the Articles of Merger.

7.3. Performance of Covenants. Buyer shall have performed and complied in all respects with the covenants and agreements required by this Agreement.

**SECTION 8. NOTICES.**

Any notice, request, demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered, given, and received for all purposes if written and if (i) delivered personally, by facsimile, or by courier or delivery service, at the time of such delivery; or (ii) directed by registered or certified United States mail, postage and charges prepaid, addressed to the intended recipient, at the address specified below, two business days after such delivery to the United States Postal Service.

If to Buyer: Sihle Insurance Group, Inc.  
1021 Douglas Avenue  
Altamonte Springs, Florida 32714

With a copy to: D. Paul Dietrich, II, Esq.  
Stump, Dietrich & Spears, P.A.  
37 North Orange Avenue, Suite 200  
Orlando, Florida 32801

If to Seller: Sihle Properties, L.L.C.  
1021 Douglas Avenue  
Altamonte Springs, Florida 32716

With a copy to: D. Paul Dietrich, II, Esq.  
Stump, Dietrich & Spears, P.A.  
37 North Orange Avenue, Suite 200  
Orlando, Florida 32801

Any party may change the address to which notices are to be mailed by giving notice as provided herein to all other parties.

**SECTION 9. MISCELLANEOUS.**

9.1. Entire Agreement. This Agreement, the Exhibits, and the Schedules, including the Plan of Merger and the Articles of Merger, and all exhibits and schedules hereto, contain all of the terms and conditions agreed on by the parties with reference to the subject matter and supersede all previous agreements, representations, and communications between the parties, whether written or oral. This Agreement, including any exhibits and schedules hereto, may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

9.2. Assignment. This Agreement shall not be assigned or assignable by Seller or Buyer without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.

9.3. Captions. All section, schedule, and exhibit headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.

9.4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.

9.5. Waiver. Each of the parties may, by written notice to the other, (i) extend the time for the performance of any of the obligations or other actions of the other party; (ii) waive any inaccuracies in the representations or warranties of the other party contained in this Agreement or in any document delivered under this Agreement; (iii) waive compliance with any of the covenants of the other party contained in this Agreement; or (iv) waive, in whole or in part, performance of any of the obligations of the other party. No action taken under this Agreement, including, but not limited to, the consummation of the closing or any knowledge of or investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action, possessing such knowledge, or performing such investigation of compliance with the representations, warranties, covenants, and agreements contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

9.6. Controlling Law. This Agreement has been entered into in the state of Florida and shall be governed by, construed, and enforced in accordance with the laws of Florida.

9.7. Gender. Whenever in this Agreement the context so requires, references to the masculine shall be deemed to include the feminine and the neuter, references to the neuter shall be deemed to include the masculine and the feminine, and references to the plural shall be deemed to include the singular and the singular to include the plural.

9.8. Further Assurances. Each of the parties shall use all reasonable efforts to bring about the transactions contemplated by this Agreement as soon as practicable, including the execution and delivery of all instruments, assignments, and assurances, and shall take or cause to be taken such reasonable further or other actions necessary or desirable to carry out the intent and purposes of this Agreement.

9.9. Attorneys' Fees. In the event a lawsuit is brought to enforce or interpret any part of this Agreement or the rights or obligations of any party to this Agreement, the prevailing party shall be entitled to recover such party's costs of suit and reasonable attorneys' fees, through all appeals.

9.10. References to Agreement. The words "hereof," "herein," "hereunder," and other similar compounds of the word "here" shall mean and refer to the entire Agreement and not to any particular section, article, provision, annex, exhibit, schedule, or paragraph unless so required by the context.

9.11. Schedules and Exhibits. Schedules and exhibits to this Agreement (and references to part or parts of them) shall, in each instance, include the schedules or exhibits (as the case may be) attached to this Agreement as well as amendments to the schedules or exhibits. All schedules and exhibits shall be deemed an integral part of this Agreement, and are incorporated into this Agreement by reference.

9.12. Venue. Any litigation arising under this Agreement shall be instituted only in Orange County, Florida, the place where this Agreement was executed. All parties agree that venue shall be proper in that county for all such legal or equitable proceedings.

9.13. Severability. Each section, subsection, and lesser section of this Agreement constitutes a separate and distinct undertaking, covenant, or provision. If any provision of this Agreement shall be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

9.14. Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer on or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by reason of this Agreement.

9.15. Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BUYER:

SIHLE INSURANCE GROUP, INC.,  
a Florida corporation

By: 

Printed Name: GERALD SIHLE

Its: PRESIDENT

SELLER:

SIHLE PROPERTIES, L.L.C.,  
a Florida limited liability company

By: 

Printed Name: GERALD SIHLE

Its: PRESIDENT