

551057

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

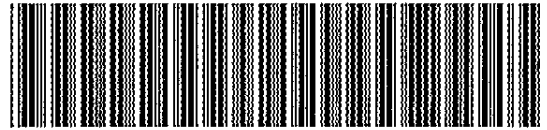
(Business Entity Name)

(Document Number)

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*Merge*

07/08/03--01002--005 \*\*78.75

FILED  
03 JUL -8 PM 2:56  
TALLAHASSEE, FLORIDA

*AOR*  
*7/15/03*

**TRANSMITTAL LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** United Service Protection, Inc.  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Rosemary G. Durfey

(Name of person)

Wells Marble & Hurst, PLLC

(Name of firm/company)

Post Office Box 131

(Address)

Jackson, Mississippi 39205-0131

(City/state and zip code)

For further information concerning this matter, please call:

Rosemary G. Durfey

(Name of person)

at ( 601 ) 974-8078

(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)

FILED  
JUL - 8 2 56  
TALLAHASSEE, FLORIDA

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)
United Service Protection, Inc.	Florida	551057

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Gulf Atlantic Insurance Agency	Florida	479261
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 April 30, 2003

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 April 30, 2003

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)


**Seventh: SIGNATURES FOR EACH CORPORATION**

Name of Corporation

Signature

Typed or Printed Name of Individual & Title

United Service Protection, Inc.

Signature 

Arthur Heggen, Secretary

Gulf Atlantic Insurance Agency

Cynthia L. Castle

Enrique Castelo, Asst. Treasurer

\_\_\_\_\_

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1. The first part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1.1) as  $t \rightarrow \infty$ . It is shown that the solutions of the system (1.1) are bounded and tend to zero as  $t \rightarrow \infty$  if the matrix  $A$  is stable. The second part of the paper is devoted to the study of the asymptotic behavior of the solutions of the system (1.1) as  $t \rightarrow \infty$  if the matrix  $A$  is not stable. It is shown that the solutions of the system (1.1) are unbounded and tend to infinity as  $t \rightarrow \infty$  if the matrix  $A$  is not stable.

[illegible]

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Source: *U.S. Census Bureau, Current Population Reports, 1990*

[illegible]

**PLAN OF MERGER  
OF  
GULF ATLANTIC INSURANCE AGENCY, INC.  
(a Florida Corporation)  
AND  
UNITED SERVICE PROTECTION, INC.  
(a Florida Corporation)**

Agreement of Merger entered into on April 30, 2003 between Gulf Atlantic Insurance Agency, Inc., a corporation organized and existing under the laws of the State of Florida, and approved by resolution adopted by its Board of Directors on said date, and United Service Protection, Inc., a corporation organized and existing under the laws of the State of Florida, and approved by resolution adopted by its Board of Directors on said date.

WHEREAS Gulf Atlantic Insurance Agency, Inc. is a business corporation of the State of Florida with its principal office therein located at 400 Carillon Parkway, Suite 300, St. Petersburg, Pinellas County, Florida.

WHEREAS the total number of shares of stock which Gulf Atlantic Insurance Agency, Inc. is authorized to issue is Five Thousand (5,000) shares of Common Stock with par value of One Dollar (\$1.00) per share of which One Thousand (1,000) shares have been issued and are outstanding.

WHEREAS United Service Protection, Inc. is a business corporation of the State of Florida with its principal office therein located at 400 Carillon Parkway, Suite 300, St. Petersburg, Pinellas County, Florida.

WHEREAS the total number of shares of stock which United Service Protection, Inc. is authorized to issue Two Hundred Thousand (200,000) shares of common stock, with par value of One Dollar (\$1.00) per share of which One Hundred Thousand (100,000) shares have been issued and are outstanding.

WHEREAS Gulf Atlantic Insurance Agency, Inc. owns 100% of the outstanding shares of United Service Protection, Inc.; and

WHEREAS the Florida Statutes permits a merger of a business corporation of the State of Florida with and into its subsidiary; and

WHEREAS the boards of directors of the respective corporations deem it advisable and to the advantage, welfare, and in the best interest of said corporations and their respective shareholders to merge Gulf Atlantic Insurance Agency, Inc. with and into United Service Protection, Inc. pursuant to the provisions of the Florida Statutes upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by Gulf Atlantic Insurance Agency,

Inc. and approved by a resolution adopted by its Board of Directors and being thereunto duly entered into by United Service Protection, Inc. and approved by a resolution adopted by its Board of Directors, the Agreement of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth therein, are hereby determined and agreed upon as hereinafter in the Agreement set forth.

1. Gulf Atlantic Insurance Agency, Inc. shall be merged into United Service Protection, Inc. and the corporate existence of Gulf Atlantic Insurance Agency, Inc. shall cease and the corporate existence of United Service Protection, Inc. shall continue under the name United Service Protection, Inc., and United Service Protection, Inc. shall become the owner, without other transfer, of all the rights and property of the constituent corporations, and United Service Protection, Inc. shall become subject to all the debts and liabilities of the constituent corporations in the same manner as if United Service Protection, Inc. had itself incurred them.

2. The principal office of United Service Protection, Inc. shall remain the principal office of the corporation following this merger.

3. The nature of the business and the objects and purposes proposed to be transacted, promoted, and carried on by the corporation following the merger, are as follows: to engage in any lawful act or activity for which corporations may be organized under the Laws of Florida.

4. The certificate of incorporation of United Service Protection, Inc. shall continue to be its certificate of incorporation following the effective date of the merger.

5. The present bylaws of United Service Protection, Inc., insofar as not inconsistent with this agreement of merger, shall be the bylaws of the corporation following the merger until altered, amended, or repealed as therein provided.

6. The directors and officers of United Service Protection, Inc. on the effective date of the merger shall continue as the directors and officers of United Service Protection, Inc. for the full unexpired term of their offices and until their successors have been elected or appointed and qualified.

7. On the effective date of the merger, all the outstanding shares of stock of the Gulf Atlantic Insurance Agency, Inc. shall be surrendered and canceled and no shares of the United Service Protection, Inc. shall be issued in exchange therefor. The shares of common stock of United Service Protection, Inc., whether authorized or issued on the effective date of the merger, shall not be converted, exchanged, or otherwise affected as a result of the merger, and no new shares of stock shall be issued by reason of this merger.

8. Neither corporation shall, prior to the effective date of the merger, engage in any activity or transaction other than in the ordinary course of business, except as contemplated by this agreement.

9. In the event that this Agreement of Merger shall have been fully approved and adopted upon behalf of the Gulf Atlantic Insurance Agency, Inc. in accordance with the provisions of the Florida Statutes and upon behalf of United Service Protection, Inc. in accordance with the provisions of the Florida Statutes, the said corporations agree that they will cause to be executed and filed and recorded any document or documents prescribed by the laws of the State of Florida, and that they will cause to be performed all necessary acts within the State of Florida and elsewhere to effectuate the merger herein provided for.

10. Anything to the contrary herein notwithstanding, if the board of directors of United Service Protection, Inc., or the board of directors of Gulf Atlantic Insurance Agency, Inc., should determine, either before or after the meeting of the stockholders of the respective corporations called to vote on the adoption or rejection of this agreement of merger, that for any legal, financial, economic, or business reason deemed sufficient by such board it is not in the interest of the corporation it represents, or the stockholders of such corporation, or is otherwise inadvisable or impracticable to consummate the merger, such board of directors may abandon the merger by directing the officers of the corporations to refrain from executing or filing this agreement of merger, and thereupon this agreement shall be void and of no effect.

11. If applicable, shareholders of United Service Protection, Inc., who, except for the applicability of FLA. STAT. ch. 607.1104, would be entitled to vote and who dissent from the merger pursuant to FLA. STAT. ch. 607.1320, may be entitled, if they comply with the provisions of FLA. STAT. ch. 607 regarding the rights of dissenting shareholders, to be paid the fair value of their shares.

12. The Board of Directors and the proper officers of Gulf Atlantic Insurance Agency, Inc. and United Service Protection, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the merger herein provided for.

IN WITNESS WHEREOF, this Agreement of Merger is hereby executed upon behalf of each of the constituent corporations parties hereto.

Executed on this the 30th day of April, 2003.

United Service Protection, Inc.,  
a Florida corporation

Gulf Atlantic Insurance Agency, Inc.,  
a Florida Corporation

By: John E. Gough  
John E. Gough  
Secretary

By: John E. Gough  
John E. Gough  
Secretary