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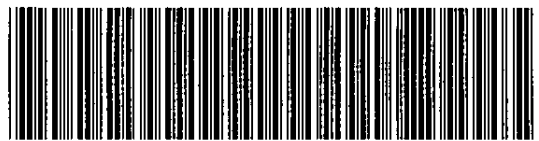
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2009 APR 28 AM 9:44

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Mayer
Sj

5-729

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Combined Underwriters of Miami, Inc.
(Name of Surviving Corporation)

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Jacob Fishman, Esq.

(Contact Person)

1385 NW 15 St.

(Firm/Company)

Miami, FL 33125

(Address)

(City/State and Zip Code)

For further information concerning this matter, please call:

Jacob Fishman, Esq.

(Name of Contact Person)

At (305-545-7822

(Area Code & Daytime Telephone Number)

☒ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

**AGREEMENT AND PLAN OF MERGER
OF D & S INSURANCE CONSULTANTS, INC.
AND COMBINED UNDERWRITERS OF MIAMI, INC.**

FILED
2009 APR 28 AM 9:44
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THIS AGREEMENT ("Agreement") is made as of the 1st day of April, 2009 by and between D & S Insurance Consultants, Inc., a Florida corporation, with its principal offices located at 16052 NW 83rd Ct. Miami Lakes, FL 33016 ("Seller"), and Combined Underwriters Of Miami, Inc., a Florida corporation, with its principal offices located at 8240 NW 52 Terrace Suite 408, Miami, FL 33166 ("Buyer"), hereinafter collectively referred to as the "Parties".

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 board of directors of the Parties to this Agreement have determined that the proposed transaction is advisable and for the general welfare and advantage of their respective corporations and shareholders and have recommended to their respective 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, attached hereto as Exhibit A, is incorporated by reference.

SECTION 2. Closing.

Closing shall take place at the offices of Seller at 1:00 PM on April 22, 2009 (the "Closing Date") or at another itme, date,

and place mutually agreed to by the Parties. Closing shall be consummated by the execution and acknowledgement by Buyer and Seller of Articles of Merger in accordance with Fla. Stat. Section 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

- a. authorized shares: 100
- b. class: common
- c. issued and outstanding: 100

All of the issued and outstanding capital stock of Seller has been validly authorized and validly issued, and is fully paid and nonassessable, 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 capital stock or other securities of Seller, or obligating Seller to transfer any additional shares of its capital stock or any other securities.

3.1.2 Organization and Good Standing. Seller is a corporation duly organized, validly existing, and in good standing under the laws 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 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 the 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 Seller. Seller has no subsidiaries.

3.1.3 Authorization; Validity. 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 or performance of, require any consent, approval, or waiver under, or result in the imposition of any lien or other encumbrance on any property 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.

3.1.4 Debts. Seller has paid, or by the closing date will pay, all debts and/or obligations of Seller of any kind or nature whatsoever.

3.1.5 Litigation. Seller is not a party to any litigation, and no litigation is has been threatened, is contemplated or anticipated.

3.1.6 Tax Returns and Tax Obligations. All tax returns of any kind, whether income, employment or otherwise, have been filed, and all tax and related obligations of any kind, whether previously due, now due, or to become due at a future date by reason of the business conducted by or the operations of the Seller to date, have been paid or appropriate provision has been made to pay same.

3.1.7 Title to Property; Third Party Disclosure. Seller has sole title and ownership of its property and property rights, including customer lists, and trade secrets, and has not assigned any interest therein and has not disclosed to any third party its confidential business and professional information, its relationships and pricing with existing or prospective clients, referral sources, suppliers and vendors.

3.1.8 Compliance. In the operation of its business, Seller has complied with all federal, state and local regulatory laws and all contracts and agreements to which Seller is a party that may have an impact on its business.

3.1.9 Misleading Statements. 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.

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 Capital Structure. The capitalization of Buyer is

- a. authorized shares: 100
- b. class: common
- c. issued and outstanding: 40

All of the issued and outstanding capital stock of Buyer has been validly authorized and validly issued, and is fully paid and nonassessable, and not subject to any restriction on transfer under the Articles of Incorporation or Bylaws of Buyer or any agreement to which Buyer is a party or of which Buyer 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 capital stock or other securities of Buyer, or obligating Buyer to transfer any additional shares of its capital stock or any other securities.

4.1.2 Organization and Good Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the laws 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 Seller. The minute books of Seller are current as required by law, contain the minutes of all the 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.

4.1.3 Authorization; Validity. 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 or performance of, require any consent, approval, or waiver under, or result in the imposition of any lien or other encumbrance on any property 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.

4.1.4 Compliance. In the operation of its business, Buyer has complied with all federal, state and local regulatory laws and all contracts and agreements to which Buyer is a party that may have an impact on its business.

4.1.5 Misleading Statements. 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.

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 Conduct Pending Closing. The business of Seller shall be conducted only in the ordinary course consistent with past practices.

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

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.

SECTION 6. Covenants of Buyer.

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

6.1.1 Conduct Pending Closing. The business of Buyer shall be conducted only in the ordinary course consistent with past practices.

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

6.1.3 Confidentiality. Buyer agrees to keep the provisions of this Agreement confidential and will not disclose its provisions to any person, excluding Buyer's accountants, attorneys, and other professionals with whom Buyer 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.

SECTION 7. 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 the Agreement:

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

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

7.3 Execution of Shareholders Agreement. The execution by the shareholders of Seller and Buyer of the proposed Shareholders Agreement of Combined Underwriters of Miami, Inc.

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

7.4.1 Delivery of Shares For Cancellation. Stock certificates representing all of the outstanding securities of Seller duly endorsed in blank or accompanied by duly executed stock powers with all requisite transfer stamps attached, which shall be subsequently cancelled.

7.4.2 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.

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

7.4.4 Certificate of Incumbency. A certificate of incumbency duly executed by Seller's Secretary.

7.4.5 Articles of Merger. A duly executed original of the Articles of Merger of Seller and Buyer.

7.5 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.

7.6 Certificate. There shall be delivered to Buyer an officer's 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.

7.7 No Adverse Change. There shall not have been a material adverse change in the financial condition of Seller, its business, or its shareholders, nor shall any lawsuit be pending that seeks to set aside this Agreement or the transactions contemplated by it.

SECTION 8. 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 the Agreement:

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

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

8.2.1 Delivery of Shares. Stock certificates each representing 20 shares of common stock of Seller duly issued in the name of each of the Buyer's shareholders.

8.2.2 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.

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

8.2.4 Certificate of Incumbency. A certificate of incumbency duly executed by Buyer's Secretary.

8.2.5 Articles of Merger. A duly executed original of the Articles of Merger of Seller and Buyer.

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

SECTION 9. Agreements to Indemnify.

9.1 Scope of indemnity. Seller and its shareholders, Susana S. Armengol and Rosa Maria Yasher, jointly and severally (collectively, the "Indemnitors") agree to the fullest extent permitted by Florida law, to indemnify, defend and hold harmless Buyer from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, and reasonable attorneys' fees and expenses, asserted against, related to, resulting from, imposed on, or incurred by Buyer, directly or indirectly, by reason of,

relating to, or resulting from (i) liabilities and obligations of, and claims against, Seller (whether absolute, accrued, contingent or otherwise) existing as of the date of the Closing or arising out of facts or circumstances existing on or before the date of Closing; (ii) the breach of any agreement, representation, or warranty of Seller contained in or made under this Agreement, or any facts or circumstances constituting such a breach; or (iii) any tax or related claim (including, without limitation, claims for interest and penalties) asserted against Seller or relating to the operations of Seller through the date of Closing.

9.2 Indemnification Procedure. Promptly after receipt by Buyer of notice of the making or commencement by any third party of any claim, action, lawsuit, or proceeding as to which indemnification may be sought (a "Third Party Claim"), Buyer shall notify Indemnitors in writing of the commencement. The failure to notify Indemnitors shall not relieve Indemnitors from any liability that they may have under this section if Indemnitors are not prejudiced by the lack of such notice. However, if Indemnitors are prejudiced by the lack of such notice, Indemnitors shall not be responsible for that portion of the liability caused by the prejudice resulting from the lack of notice.

If any Third Party Claim is brought against Buyer, Indemnitors shall be entitled to participate and, to the extent they may elect by written notice delivered promptly to Buyer after receiving notice from Buyer, to assume the defense with counsel reasonably satisfactory to Buyer. The parties agree to cooperate fully with each other in connection with the defense, negotiation, or settlement of any such legal proceeding, claim, or demand. Buyer shall have the right to employ its own counsel in any such case, but the fees and expenses of this counsel shall be at the expense of Buyer unless (i) the employment of counsel shall have been authorized in writing by Indemnitors in connection with the defense of the action; (ii) Indemnitors shall not have employed counsel to have charge of the defense of the action within a reasonable period of time after commencement of the action; or (iii) Buyer has reasonably concluded that there may be defenses available to it that are different from or additional to those available to Indemnitors, in which case Indemnitors shall not have the right to direct the defense of this action on behalf of Buyer. In any of these situations, the fees and expenses of Buyer's counsel shall be borne by Indemnitors.

Neither Buyer nor Indemnitors may settle any Third Party Claim without the consent of the other. After any final judgment or award has been rendered by a court, arbitration board, or administrative agency of competent jurisdiction and the time in which to appeal from it has expired, a settlement has been consummated, or Indemnitors and Buyer arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by Indemnitors, Buyer shall forward to Indemnitors notice of any

sums due and owing by it with respect to the matter, and Indemnitors immediately shall pay all of the sums owing, by wire or certified bank cashier's check, to Buyer.

9.3 Survival. The Indemnity provided by this section shall survive the closing.

SECTION 10. 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: 8240 NW 52 Terrace
Suite 408
Miami, FL 33166

With a copy to: Jacob Fishman, Esq.
1385 NW 15 St.
Miami, FL 33125

If to Seller: 16052 NW 83 Ct.
Miami Lakes, FL 33016

With a copy to: Raul Gastesi, Jr., Esq.
8105 NW 155 St.
Miami Lakes, FL 33016

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

SECTION 11. Miscellaneous.

11.1 Entire Agreement. This Agreement, including the Plan of Merger and the Articles of Merger, contain all of the terms and conditions agreed to 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 may not be modified or changed except by written instrument signed by all of the parties, or their respective successors or assigns.

11.2 Assignment. This Agreement shall not be assigned or assignable by Seller or Buyer without the express 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.

11.3 Captions. All sections headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise effect this Agreement.

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

11.5 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 therein. 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.

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

11.7 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.

11.8 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.

11.9 Attorney's 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 attorney's fees through all appeals.

11.10 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.

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

11.12 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, that provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

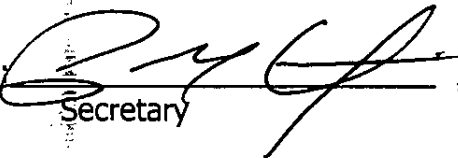
11.13 Rights in Third Parties. Except as otherwise specifically provided, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer or give any person, firm, or corporation, other than the parties and their respective shareholders, any rights or remedies under or by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

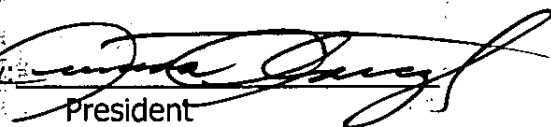
11.14 Expenses. Each party shall pay its own expenses in connection with the negotiation and consummation contemplated by this Agreement.

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

ATTEST:

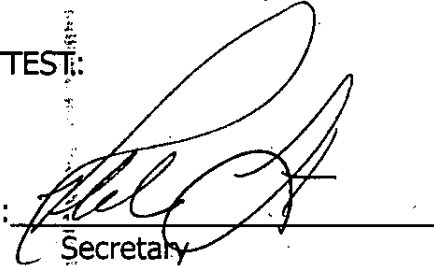
D & S INSURANCE CONSULTANTS, INC.

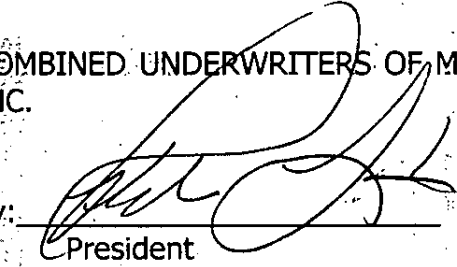
by: 
Secretary

by: 
President

ATTEST:

COMBINED UNDERWRITERS OF MIAMI, INC.

by: 
Secretary

by: 
President

PLAN OF MERGER

Merger between Combined Underwriters of Miami, Inc., a Florida corporation (the "Surviving Corp.") and D& S Insurance Consultants, Inc., a Florida corporation (the "Disappearing Corp.") (collectively the "Constituent Corporations"). This Merger is being effected under this Plan of Merger ("Plan") in accordance with Sections 607.1101 *et seq.* of the Florida Business Corporation Act (the "Act").

1. Articles of Incorporation. The Articles of Incorporation of Surviving Corp. in effect immediately before the Effective Date of the Merger (the "Effective Date"), shall, without any changes, be the Articles of Incorporation of the Surviving Corp. from and after the Effective Date until further amended as permitted by law.

2. Distribution to Shareholders of the Constituent Corporations. On the Effective Date, 2.5 shares of Disappearing Corp.'s common stock that shall be issued and outstanding at that time shall without more be converted into and exchanged for 1 share of Surviving Corp.'s common stock in accordance with this Plan. Each share of Surviving Corp.'s stock that is issued and outstanding on the Effective Date shall continue as outstanding shares of Surviving Corp.'s stock.

3. Satisfaction of Rights of Disappearing Corp. Shareholders. All shares of Surviving Corp.' stock into which shares of Disappearing Corp.'s stock shall have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

4. Effect of Merger. On the Effective Date, the separate existence of Disappearing Corp. shall cease, and Surviving Corp. shall be fully vested in Disappearing Corp.'s rights, privileges, immunities, powers, and franchises, subject to its restrictions, liabilities, disabilities, and duties, all as more particularly set forth in Section 607.1106 of the Act.

5. Supplemental Action. If at any time after the Effective Date Surviving Corp. shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or

desirable to carry out the provisions of this Plan, the appropriate officers of Surviving Corp. or Disappearing Corp., as the case may be, whether past or remaining in office, shall execute and deliver, on the request of Surviving Corp., any and all proper conveyances, agreements, documents, instruments and assurances and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in Surviving corp., or to otherwise carry out the provisions of this Plan.

6. Filing with the Florida Secretary of State and Effective Date. On the Closing, as provided in the Agreement of Merger of which this Plan is a part, Disappearing Corp. and Surviving Corp. shall cause their respective Presidents to execute Articles of merger in the form attached to this Agreement and on such execution this Plan shall be deemed incorporated by reference into the Articles of Merger as if fully set forth in such Articles and shall become an Exhibit to such Articles of Merger. Thereafter, such Articles of Merger shall be delivered for filing by Surviving Corp. to the Florida Secretary of State. In accordance with Section 607.1105(1)(b) of the Act, the Articles of Merger shall specify the "Effective Date", which shall be the filing date of the Articles of Merger.

7. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived by one of the Constituent Corporations which is, or the shareholders of which are, entitled to the benefit thereof by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of the Constituent Corporations by an agreement in writing executed in the same manner, or at any time thereafter as long as such change is in accordance with Section 607.1103 of the Act.

8. Termination. At any time before the Effective Date, this Plan may be terminated and the Merger abandoned by mutual consent of the Boards of Directors of both Constituent Corporations, notwithstanding favorable action by the shareholders of the respective Constituent Corporations.