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Division of Corporations  
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## MERGER OR SHARE EXCHANGE

Deep South Surplus, Inc.

Certificate of Status	0
Certified Copy	1
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## ARTICLES OF MERGER

(Profit Corporations)

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

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Deep South Surplus, Inc.</u>	<u>Louisiana</u>	<u>E09000000204</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/applicable)
<u>Deep South Surplus of Florida, Inc.</u>	<u>Florida</u>	<u>P05000147219</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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 after merger file date.)

**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 \_\_\_\_\_

The Plan of Merger was adopted by the board of directors of the surviving corporation on April 24, 2009 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 24, 2009.

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

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**AGREEMENT AND PLAN OF MERGER**

This Agreement and Plan of Merger (the "Agreement") is entered into this 29th day of April, 2009, to be effective the Effective Date (defined below), by and between Deep South Surplus, Inc., a Louisiana corporation ("Survivor"), and Deep South Surplus of Florida, Inc., a Florida corporation ("Florida"), said entities being sometimes collectively referred to as the "Constituent Entities."

**RECITALS:**

Survivor is a corporation duly organized and existing under the laws of the State of Louisiana with an authorized capitalization consisting of 100 shares of common stock, no par value per share, of which 100 shares (the "Survivor Stock") are issued and outstanding and owned by QBE U.S. Agencies, Inc., a Delaware corporation ("QBE").

Florida is a corporation duly organized and existing under the laws of the State of Florida with an authorized capitalization consisting of 1,000 shares of common stock, \$0.01 par value per share, of which 1,000 shares (the "Florida Shares") are issued and outstanding and owned by QBE.

The respective Boards of Directors of Survivor and Florida have determined that it is advisable that Florida be merged with and into Survivor on the terms and conditions hereinafter set forth (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that, in accordance with the applicable statutes of the States of Louisiana and Florida, Florida will be, as of the Effective Date, merged with and into Survivor, with Survivor to be the surviving corporation governed under the laws of the State of Louisiana, and that the terms and conditions of the Merger, the mode of carrying it into effect, and the manner of converting securities will be as follows:

**ARTICLE I  
MERGER**

On the Effective Date, Florida will be merged with and into Survivor, the separate existence of Florida will cease, and Survivor will be the surviving corporation governed under the laws of the State of Louisiana (the "Surviving Corporation"). The Merger will in all respects have the effect provided for in Title 12, Section 115 of the Louisiana Revised Statutes and Section 607.1106 of the Florida Business Corporation Act.

Prior to and from and after the Effective Date, the Constituent Entities will take all such action as will be necessary or appropriate to effectuate the Merger. If at any time after the Effective Date, the Constituent Entities are advised that any further assignments, conveyances, or assurances in law are necessary or desirable to carry out the provisions hereof, the proper officers, directors or authorized agents of the Constituent Entities will execute and deliver any and all proper deeds, assignments, and assurances in law, and do all things necessary or proper to carry out the provisions hereof.

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## ARTICLE II TERMS OF MERGER

### On the Effective Date:

(a) The separate existence of Florida shall cease and Florida shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall succeed to, without further act or deed, and without any transfer or assignment having occurred, and shall possess all the rights, privileges, powers and franchises, whether of a public or of a private nature, and be subject to all the restrictions, disabilities and duties of each of the Constituent Entities; and all and singular, the rights, privileges, powers and franchises of each of the Constituent Entities, and all property, real, personal and mixed, and all debts due to each of the Constituent Entities on whatever account, whether for stock or ownership subscriptions or for any other things in action or belonging to each of the Constituent Entities, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest of the Constituent Entities shall be thereafter the property of the Surviving Corporation; and the title to any real estate vested by deed or otherwise in each of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger; provided, that all rights of creditors and all liens upon any property of the Constituent Entities shall be preserved unimpaired, and all debts, liabilities and duties of each of the Constituent Entities shall attach to the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

(b) The Articles of Incorporation of Survivor shall be the Articles of Incorporation of the Surviving Corporation until the same shall be altered, amended or repealed in accordance with law, the Articles of Incorporation or Bylaws of the Surviving Corporation.

(c) The Bylaws of Survivor shall be the Bylaws of the Surviving Corporation until the same shall thereafter be altered, amended or repealed in accordance with law, the Articles of Incorporation or said Bylaws of the Surviving Corporation.

(d) The Florida Shares issued and outstanding immediately prior to the Effective Date will automatically be canceled without any consideration being exchanged therefor. Each share of Survivor Stock issued and outstanding immediately prior to the Effective Date will remain an identical issued and outstanding share of the Surviving Corporation.

(e) The directors of the Surviving Corporation (who shall hold office subject to the provisions of the Articles of Incorporation and Bylaws of the Surviving Corporation from the Effective Date until their successors are elected and qualified) shall be the directors of Survivor in office immediately prior to the Effective Date.

(f) The officers of the Surviving Corporation (who shall hold their respective offices subject to the provisions of the Bylaws of the Surviving Corporation from the Effective Date until their successors are elected and qualified) shall be the officers of Survivor in office immediately prior to the Effective Date.

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(g) If, on the Effective Date, a vacancy exists in the Board of Directors or in any of the offices of the Surviving Corporation, such vacancy may be filled in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation.

(h) The employees, if any, of Florida immediately prior to the Effective Date shall become, commencing upon the Effective Date, employees of the Surviving Corporation, entitled to benefits substantially equivalent to those which they enjoyed as employees of Florida.

(i) The assets, liabilities, reserves and accounts of the Constituent Entities shall be taken up on the books of the Surviving Corporation at the amounts at which they are then carried on the respective books of the Constituent Entities, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

(j) All corporate acts, plans, policies, approvals and authorizations of Florida, its directors, officers, shareholders and agents, that were valid and effective immediately prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, approvals, obligations and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to Florida.

(k) All right, title and interest in and to all outstanding contracts and agreements entered into by the Constituent Entities and in effect on the Effective Date shall vest in the Surviving Corporation, without further act or deed, and without transfer or assignment having occurred; provided, however, that if any contracts or agreements of the Constituent Entities cannot be transferred by their terms or because of the inability to obtain a required consent, the proper officers, directors, shareholders or authorized agents of the Constituent Entities will use their best efforts to provide the Surviving Corporation with the economic and other benefits accruing under such contracts or agreements.

(l) The Surviving Corporation is to be governed by the laws of Louisiana, and hereby agrees (i) to appoint the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of Florida; and (ii) that it will promptly pay to the dissenting shareholders of Florida the amount, if any, to which they are entitled under Section 607.1302 of the Florida Business Corporation Act.

### ARTICLE III OWNERSHIP CERTIFICATES

After the Effective Date, each holder, if any, of an outstanding certificate or certificates representing the Florida Shares may surrender the same to Survivor for cancellation.

### ARTICLE IV APPROVAL; EFFECTIVENESS OF MERGER

This Agreement will be submitted to the sole shareholder of Florida as provided by the applicable laws of the State of Florida. Pursuant to the Louisiana Revised Statutes, this Agreement is not required to be submitted to the sole shareholder of Survivor. If this Agreement is duly authorized and adopted by the requisite votes of Florida's sole shareholder and is not terminated and abandoned pursuant to the provisions of Article V, then at such time as the proper

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officers of Survivor shall deem proper, Articles of Merger and a Certificate of Merger shall promptly be executed and filed in accordance with the respective laws of the States of Florida and Louisiana. The Merger will become effective on the latest date of filing of the Articles of Merger or Certificate of Merger in either Florida or Louisiana (the "Effective Date").

#### **ARTICLE V TERMINATION**

At any time prior to the time of filing of the Articles of Merger or Certificate of Merger with the Florida Department of State or the Louisiana Secretary of State, the respective Boards of Directors of Survivor and Florida may terminate and abandon this Agreement for any reason deemed appropriate by such Boards of Directors, notwithstanding favorable action on the Merger by the sole shareholder of Florida.

#### **ARTICLE VI AMENDMENT**

To the extent permitted by law, this Agreement may be amended, supplemented or interpreted at any time by action taken by the respective Boards of Directors of Survivor and Florida, and in the case of an interpretation, the actions of such Boards of Directors shall be binding; provided, however, that paragraphs (b) and (d) of Article II of this Agreement may not be amended after the approval of this Agreement by the sole shareholder of Florida, except by the vote of such sole shareholder required for adoption of this Agreement.

#### **ARTICLE VII MISCELLANEOUS**

This Agreement may be executed in multiple counterparts and such counterparts will together constitute but one and the same instrument. This Agreement may be transmitted via facsimile or other electronic means, and execution by any of the undersigned by such means shall be deemed original for all purposes and have the same force and effect as a manually-signed original.

\* \* \* \* \*

FROM :FLORIDA FILING

FAX NO. :8502160460

Apr. 16 2009 02:01PM PB/9

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EXECUTED as of the date first above written.

DEEP SOUTH SURPLUS, INC.,  
a Louisiana corporation

By: 

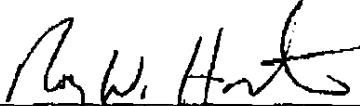
Michael P. Dugan, President

DEEP SOUTH SURPLUS OF FLORIDA, INC.,  
a Florida corporation

By: 

Russell Eifers, President

The undersigned Secretary of Deep South Surplus of Florida, Inc. hereby certifies that this Agreement was duly adopted by the sole shareholder of Florida entitled to vote thereon pursuant to Section 607.1103 of the Florida Business Corporation Act.

  
Roy W. Horton, Secretary of

Deep South Surplus of Florida, Inc.

AGREEMENT AND PLAN OF MERGER



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STATE OF Louisiana §  
Parish  
 COUNTY OF Caddo §

BEFORE ME, the undersigned authority, on this day personally appeared Michael P. Dugan, President of Deep South Surplus, Inc., a Louisiana corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this 27<sup>th</sup> day of April, 2009.

Marion P. Markray  
 Notary Public, State of Louisiana

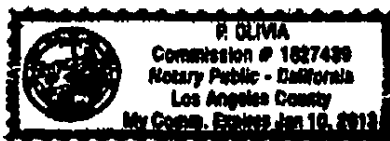
MARION P. MARKRAY, NOTARY PUBLIC  
 CADDO PARISH, LOUISIANA  
 MY COMMISSION IS FOR LIFE  
 NOTARY ID # 00721

STATE OF California §  
 COUNTY OF Los Angeles §

BEFORE ME, the undersigned authority, on this day personally appeared Russell Ellers, President of Deep South Surplus of Florida, Inc., a Florida corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. *proved to be the basis of satisfactory evidence*

GIVEN under my hand and seal of office on this 29<sup>th</sup> day of April, 2009.  
 I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

P. Olivia  
 Notary Public, State of California



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