

F43453

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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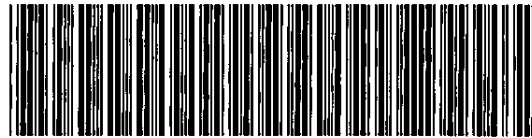
(Business Entity Name)

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TALLAHASSEE, FLORIDA

merger + N/C
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: B.R. Chamberlain & Sons, 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:

David Gearhart
(Contact Person)

Summit Wealth Management, Inc.
(Firm/Company)

1933 N. Meacham Road, Suite 110
(Address)

Schaumburg, IL 60173
(City/State and Zip Code)

For further information concerning this matter, please call:

David Gearhart At (847) 925-1800
(Name of Contact Person) (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

(Profit Corporations)

First: The name and jurisdiction of the surviving corporation:

Second: The name and jurisdiction of each merging corporation:

07 MAY -14
SECRETARY
TALLAHASSEE

(Attach additional sheets if necessary)

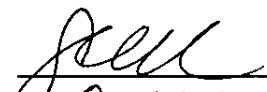
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

Typed or Printed Name of Individual & Title

B.R. Chamberlain & Sons, Inc.




Angelo Alleca, Chairman & President

Summit Wealth Management, Inc.

Angelo Alleca, Chairman & President

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

Name

Jurisdiction

B.R. Chamberlain & Sons, Inc.

Florida

The name and jurisdiction of each **subsidiary** corporation:

Name

Jurisdiction

Summit Wealth Management, Inc.

Florida

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

The manner and basis of converting shares of the subsidiary into shares of the parent, surviving corporation are set forth in Section 2 of the attached Plan and Agreement of Merger.

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

Not applicable.

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

See the attached Plan and Agreement of Merger.

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:
See attached the Articles of Amendment of the surviving corporation.

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

**ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF B.R. CHAMBERLAIN & SONS, INC.**

Pursuant to the provisions of Sections 607.1003 and 607.1006 of the Florida Statutes, B.R. CHAMBERLAIN & SONS, INC. (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is B.R. CHAMBERLAIN & SONS, INC.
2. The original Articles of Incorporation for the Corporation were filed on September 4, 1981 and assigned Charter No. F43453.
3. Amendments to the Articles of Incorporation were previously filed with the Florida Secretary of State on July 25, 1986, February 5, 1999 and August 26, 1999.
4. By written consent executed on April 30, 2007 by the sole Shareholder and sole Director of the Corporation, respectively, the sole Shareholder and sole Director have approved, authorized and directed that the Articles of Incorporation be amended to change the name of the Corporation from B.R. CHAMBERLAIN & SONS, INC. to SUMMIT WEALTH MANAGEMENT, INC. The amendment was approved by the sole Shareholder and the number of votes cast for approval was sufficient.
5. Article I of the Articles of Incorporation is hereby amended to read as follows:

ARTICLE I – NAME

The name of this Corporation shall be SUMMIT WEALTH MANAGEMENT, INC.

6. These Articles of Amendment shall be effective upon filing in the office of the Florida Department of State.

IN WITNESS WHEREOF, the President of the Corporation has executed these Articles of Amendment this 30th day of April, 2007, on behalf of the Corporation.

B.R. CHAMBERLAIN & SONS, INC.,
a Florida Corporation

By: 
Angelo Alleca

PLAN AND AGREEMENT OF MERGER

This Agreement of Merger (the "Agreement") is entered this 30th day of April, 2007 between and among SUMMIT WEALTH MANAGEMENT, INC., a Florida corporation ("SUMMIT"), the members of the board of directors of SUMMIT (the "SUMMIT Directors"), B.R. CHAMBERLAIN & SONS, INC., a Florida corporation ("CHAMBERLAIN") and the members of the board of directors of CHAMBERLAIN (the "CHAMBERLAIN Directors").

RECITALS

- A. SUMMIT is a corporation duly organized and existing under the laws of the State of Florida, with a document number of P07000046984.
- B. CHAMBERLAIN is a corporation duly organized and existing under the laws of the State of Florida, with a document number of F43453.
- C. SUMMIT is a wholly-owned subsidiary of CHAMBERLAIN.
- D. The respective boards of directors of SUMMIT and CHAMBERLAIN have determined that it is advisable that SUMMIT be merged into CHAMBERLAIN on the terms and conditions hereinafter set forth (the "Merger").
- E. The Merger is authorized under Section 607.1105 of the Florida Statutes.
- F. The Merger is intended to constitute a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a "plan of reorganization" for the purposes of Section 368 of the Code.

AGREEMENT

1. The Merger. SUMMIT shall be merged with and into CHAMBERLAIN, with CHAMBERLAIN as the surviving corporation (the "Surviving Corporation"). The Surviving Corporation shall be renamed as "Summit Wealth Management, Inc". The Merger shall become effective upon the date filing of this Agreement, together with the required officers' certificates and Articles of Merger, with the Office of the Secretary of State of the State of Florida, whichever date is later (the "Effective Date").
2. Conversion of Shares.
 - a. At the Effective Date, each share of stock of Chamberlain regardless of class, issued and outstanding immediately prior to the Effective Date, will be automatically converted into and become one fully paid and non-assessable share of Common Stock of the Surviving Corporation.
 - b. As of the Effective Date of the Merger, all shares of SUMMIT, regardless of class, shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist.

3. Corporate Governance.

a. Those persons serving as directors and officers of SUMMIT immediately prior to the Effective Date of the Merger shall cease serving as directors and officers of SUMMIT as of the Effective Date of the Merger.

b. Those persons serving as directors and officers of CHAMBERLAIN immediately prior to the Effective Date of the Merger shall become the directors and officers of the Surviving Corporation until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

c. The Articles and Certificate of Incorporation of CHAMBERLAIN, as amended, in effect as of the Effective Date, shall continue in full force and effect and shall be the Articles and Certificate of Incorporation of the Surviving Corporation, provided, however, that such Articles and Certificate of Incorporation shall be amended to change the name of the Surviving Corporation to "Summit Wealth Management, Inc."

d. The Bylaws of CHAMBERLAIN, as in effect as of the Effective Date, shall continue in full force and effect and shall be the Bylaws of the Surviving Corporation.

4. Representations and Warranties of CHAMBERLAIN. CHAMBERLAIN represents and warrants to SUMMIT that the following statements are true and correct in all material respects:

a. Organization and Good Standing. CHAMBERLAIN is a corporation duly organized, validly existing and in good standing under the laws of Florida.

b. Corporate Power and Authority. CHAMBERLAIN has the corporate power and authority and all material licenses and permits required by governmental authorities to own, lease and operate its properties and assets and to carry on its business as currently being conducted. CHAMBERLAIN has the corporate power and authority to execute and deliver this Agreement and the agreements, documents and instruments contemplated hereby and, subject to the approval of this Agreement and the Merger by its shareholders, to perform its obligations under this Agreement and the other documents executed or to be executed by CHAMBERLAIN this Agreement and to consummate the Merger. The execution, delivery and performance by CHAMBERLAIN of this Agreement and the other documents executed or to be executed by CHAMBERLAIN in connection with this Agreement have been duly authorized by all necessary corporate action, other than the approval of this Agreement and the Merger by its shareholders.

c. Binding Effect. This Agreement and the other documents executed or to be executed by CHAMBERLAIN in connection with this Agreement have been or will have been duly executed and delivered by CHAMBERLAIN and are or will be, when executed and delivered, the legal, valid and binding obligations of CHAMBERLAIN enforceable in accordance with their terms except that: (i) enforceability may be limited by bankruptcy, insolvency or other similar laws

affecting creditors' rights; (ii) the availability of equitable remedies may be limited by equitable principles of general applicability; and (iii) rights to indemnification may be limited by considerations of public policy.

d. **Absence of Restrictions and Conflicts.** Subject only to the approval of the adoption of this Agreement and the Merger by CHAMBERLAIN's shareholders, the execution, delivery and performance of this Agreement and the other documents executed or to be executed by CHAMBERLAIN in connection with this Agreement and the consummation of the Merger and the other transactions contemplated by this Agreement and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not, with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any material benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the Articles or Certificate of Incorporation or Bylaws of CHAMBERLAIN, (ii) any judgment, decree or order of any court or governmental authority or agency to which CHAMBERLAIN is a party or by which CHAMBERLAIN or any of its respective properties is bound, or (iii) subject to compliance with the applicable requirements of the Securities Act of 1933 (the "Securities Act"), the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and applicable state securities laws, any statute, law, regulation or rule applicable to CHAMBERLAIN. Except for compliance with the applicable requirements of the Securities Act, the Exchange Act and applicable state securities laws, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental agency or public or regulatory unit, agency, body or authority with respect to CHAMBERLAIN is required in connection with the execution, delivery or performance of this Agreement by CHAMBERLAIN or the consummation of the transactions contemplated hereby and the ownership and operation by the Surviving Corporation of its business and properties after the Effective Date in substantially the same manner as now owned and operated, except where the failure to obtain such consent, approval, order or authorization of or the failure to make such registration, declaration or filing, would not have an material adverse effect.

e. **No Material Undisclosed Liabilities.** To CHAMBERLAIN's actual knowledge, there are no material liabilities of CHAMBERLAIN of any nature other than the liabilities that are fully reflected, accrued, or reserved against in the CHAMBERLAIN Financial Statements, for which the reserves are appropriate and reasonable, or incurred in the ordinary course of business and consistent with past practices.

5. **Representations and Warranties of SUMMIT.** SUMMIT represents and warrants to the Surviving Corporation that the following statements are true and correct in all material respects:

a. **Organization and Good Standing.** SUMMIT is a corporation duly organized, validly existing and in good standing under the laws of Florida.

b. **Corporate Power and Authority.** SUMMIT has the corporate power and authority and all material licenses and permits required by governmental

authorities to own, lease and operate its properties and assets and to carry on its business as currently being conducted. SUMMIT has the corporate power and authority to execute and deliver this Agreement and the agreements, documents and instruments contemplated hereby and, subject to the approval of this Agreement and the Merger by its shareholders, to perform its obligations under this Agreement and the other documents executed or to be executed by SUMMIT this Agreement and to consummate the Merger. The execution, delivery and performance by SUMMIT of this Agreement and the other documents executed or to be executed by SUMMIT in connection with this Agreement have been duly authorized by all necessary corporate action, other than the approval of this Agreement and the Merger by its shareholders.

c. **Binding Effect.** This Agreement and the other documents executed or to be executed by SUMMIT in connection with this Agreement have been or will have been duly executed and delivered by SUMMIT and are or will be, when executed and delivered, the legal, valid and binding obligations of SUMMIT enforceable in accordance with their terms except that: (i) enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights; (ii) the availability of equitable remedies may be limited by equitable principles of general applicability; and (iii) rights to indemnification may be limited by considerations of public policy.

d. **Absence of Restrictions and Conflicts.** Subject only to the approval of the adoption of this Agreement and the Merger by SUMMIT's shareholders, the execution, delivery and performance of this Agreement and the other documents executed or to be executed by SUMMIT in connection with this Agreement and the consummation of the Merger and the other transactions contemplated by this Agreement and the fulfillment of and compliance with the terms and conditions of this Agreement do not and will not, with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any material benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the Articles or Certificate of Incorporation or Bylaws of SUMMIT, (ii) any judgment, decree or order of any court or governmental authority or agency to which SUMMIT is a party or by which SUMMIT or any of its respective properties is bound, or (iii) subject to compliance with the applicable requirements of the Securities Act of 1933 (the "Securities Act"), the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), and applicable state securities laws, any statute, law, regulation or rule applicable to SUMMIT. Except for compliance with the applicable requirements of the Securities Act, the Exchange Act and applicable state securities laws, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental agency or public or regulatory unit, agency, body or authority with respect to SUMMIT is required in connection with the execution, delivery or performance of this Agreement by SUMMIT or the consummation of the transactions contemplated hereby and the ownership and operation by the Surviving Corporation of its business and properties after the Effective Date in substantially the same manner as now owned and operated, except where the failure to obtain such consent, approval, order or authorization of or the failure to make such registration, declaration or filing, would not have an material adverse effect.

e. **No Material Undisclosed Liabilities.** To SUMMIT's actual knowledge, there are no material liabilities of SUMMIT of any nature other than the liabilities that are fully reflected, accrued, or reserved against in the SUMMIT Financial Statements, for which the reserves are appropriate and reasonable, or incurred in the ordinary course of business and consistent with past practices.

6. **Condition Precedents.** Prior to the Effective Date, SUMMIT will deliver to CHAMBERLAIN such of the following documents obtained from the appropriate state agency in Florida as may be applicable: (a) certificate of satisfaction from the Franchise Tax Board stating that all taxes imposed under any corporation franchise tax law have been paid; (b) a tax release letter from the State Board of Equalization or Department of Revenue stating that all sales and use taxes have been paid; and (c) a tax release letter from the State Employment Department stating that all payroll taxes have been paid.

7. **Indemnification.**

a. **Indemnification by CHAMBERLAIN.** CHAMBERLAIN agrees to indemnify SUMMIT against any loss, damage, or expense (including reasonable attorney fees) suffered by the Surviving Corporation from (1) any breach by CHAMBERLAIN of this Agreement or (2) any inaccuracy in or breach of any of the representations, warranties or covenants by CHAMBERLAIN; provided, that SUMMIT shall promptly give notice of any such claims hereunder to CHAMBERLAIN.

b. **Indemnification by SUMMIT.** SUMMIT agrees to indemnify the Surviving Corporation against any loss, damage or expenses (including reasonable attorney fees) suffered by the Surviving Corporation from any inaccuracy in or breach of the representations and warranties by SUMMIT contained in herein; provided, that the Surviving Corporation shall promptly give notice of any such claims hereunder to SUMMIT.

c. **Indemnification by the Surviving Corporation.** The Surviving Corporation agrees to indemnify CHAMBERLAIN and SUMMIT against any loss, damage, or expense (including reasonable attorney fees) suffered by CHAMBERLAIN or SUMMIT from (1) any breach by the Surviving Corporation of this Agreement or (2) any inaccuracy in or breach of any of the representations, warranties or covenants by the Surviving Corporation; provided, that CHAMBERLAIN and SUMMIT shall promptly give notice of any such claims hereunder to the Surviving Corporation.

8. **Termination.** This Merger and the transaction contemplated hereby may be terminated at any time on or before the Effective Date by resolution of the board of directors of the Surviving Corporation.

9. **Confidential Information.** The parties agree that they will not disclose any confidential information obtained from the other party pursuant to this Agreement to any other persons other than their business partners or licensed agents who agree to maintain such confidentiality, or governmental agencies, and then, only as required by law.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Entire Agreement and Modification. This Agreement sets forth the entire understanding of the parties. It may only be amended, modified or terminated by instrument signed by the parties.

12. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any court determines any provision of this Agreement to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with the provision severed or modified by the court.

13. Successors. This Agreement shall be binding upon and insure to the benefit of the successors and assigns of the parties.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be signed by their respective officers thereunto duly authorized as of this 30th day of April, 2007.

SUMMIT WEALTH MANAGEMENT, INC.

By: 
Name: ANGELO ALLECA
Title: Chairman

By: 
Name: ANGELO ALLECA
Title: Secretary

B.R. CHAMBERLAIN & SONS, INC.

By: 
Name: ANGELO ALLECA
Title: Chairman

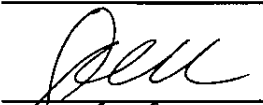
By: 
Name: ANGELO ALLECA
Title: Secretary

EXHIBIT A

**OFFICERS' CERTIFICATE
OF B.R. CHAMBERLAIN & SONS, INC.**

Angelo Alleca, Chairman of the Board and Secretary of B.R. CHAMBERLAIN & SONS, INC., a Florida corporation (the "Company"), hereby certifies that:

1. The Company is duly organized and existing under the laws of the State of Florida.

2. A total of 2,000,000 shares of Class A Common Stock of the Company ("Common Stock") are issued and outstanding and are entitled to vote on the merger to be effected by the Agreement of Merger, attached hereto. All of the Common Stock is owned by National Advisory Services, Inc., a New York corporation, (the "Sole Shareholder") and the Sole Shareholder is the only shareholder entitled to vote on the merger to be effected by the Agreement of Merger, attached hereto.

3. The principal terms of the Agreement of Merger were approved by the Sole Shareholder as of the date hereof.

The undersigned declares under the penalties of perjury under the laws of the State of Florida that the statements contained in the foregoing certificate are true of his own knowledge.

Executed at Ocoee, Florida on April 30, 2007.

By: 
Name: Angelo Alleca
Title: Chairman

By: 
Name: Angelo Alleca
Title: Secretary

EXHIBIT B

**OFFICERS' CERTIFICATE
OF SUMMIT WEALTH MANAGEMENT, INC.**

Angelo Alleca, Chairman of the Board and Secretary of SUMMIT WEALTH MANAGEMENT, INC., a Florida corporation (the "Company"), hereby certifies that:

1. The Company is duly organized and existing under the laws of the State of Florida.

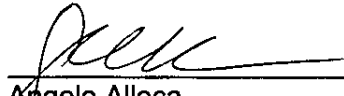
2. A total of 1,000 shares of Common Stock of the Company ("Common Stock") are issued and outstanding and are entitled to vote on the merger to be effected by the Agreement of Merger, attached hereto. All of the Common Stock is owned by B.R. Chamberlain & Sons, Inc., a Florida corporation, (the "Sole Shareholder") and the Sole Shareholder is the only shareholder entitled to vote on the merger to be effected by the Agreement of Merger, attached hereto.

3. The principal terms of the Agreement of Merger were approved by a vote of the issued and outstanding Common Stock entitled to vote thereon which equaled or exceeded the vote required. The voting percentage required to approve the Agreement of Merger was a majority vote of the issued and outstanding shares of Common Stock.

The undersigned declares under the penalties of perjury under the laws of the State of Florida that the statements contained in the foregoing certificate are true of his own knowledge.

Executed at Ocoee, Florida on April 30, 2007.

By: 
Name: Angelo Alleca
Title: Chairman

By: 
Name: Angelo Alleca
Title: Secretary