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TRANSMITTAL LETTER

TO: Amendment Section  
Division of Corporations

SUBJECT: Coverall Concept Insurance Agency, Inc.  
(Name of surviving corporation)

The enclosed merger and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jeffrey D. Weinstock  
(Name of person)

Buckingham, Doolittle & Burroughs, LLP  
(Name of firm/company)

2500 N. Military Trail, Suite 480  
(Address)

Boca Raton, Fl 33431  
(City/state and zip code)

For further information concerning this matter, please call:

Jeffrey D. Weinstock at ( 561 ) 999.3090  
(Name of person) (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**  
**OF**  
**COVERALL ACQUISITION CORPORATION,**  
**INTO**

**COVERALL CONCEPT INSURANCE AGENCY, INC.**

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TALLAHASSEE, FL

Pursuant to Section 607.1105 of the Florida Statutes, the undersigned corporations, **Coverall Concept Insurance Agency, Inc.**, a Florida corporation (the "Company"), and **Coverall Acquisition Corporation**, a Florida corporation ("Newco"), adopt the following Articles of Merger for the purpose of merging Newco into the Company:

1. Plan of Merger. The Agreement Plan of Merger by and among the Company, the Company's sole shareholder, The Mack Group, Inc., a Florida corporation (the "Parent"), the shareholders of the Parent and Newco setting forth the terms and conditions of the merger of **Coverall Acquisition Corporation** into **Coverall Concept Insurance Agency, Inc.** was executed as of June 1, 2004 and is attached hereto as Exhibit "A" and incorporated herein by reference.

2. Adoption of Plan.

(a) The sole Shareholder of Newco adopted the Plan of Merger on June 1, 2004, by Joint Written Consent of the Directors and the Sole Shareholder in Lieu of Meeting.

(b) The Shareholders of the Parent adopted the Plan of Merger as of June 1, 2004, by Joint Written Consent of the Directors and Shareholders in Lieu of Meeting.

(c) The sole Shareholder of the Company adopted the Plan of Merger as of June 1, 2004, by Written Consent of the Sole Shareholder in Lieu of Meeting.

3. Effective Date. The Plan of Merger shall be effective on the filing of these Articles with the Florida Department of State.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles of Merger to be signed as of June 1, 2004.

**Coverall Acquisition Corporation**

A Florida Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

(Seal)

**Coverall Concept Insurance Agency, Inc.,**

a Florida corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

(Seal)

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**Exhibit A**  
**Plan of Merger**

**THIS PLAN OF MERGER** ("Plan") is made pursuant to that certain Agreement and Plan of Merger (the "Agreement") by and among The Mack Group, Inc., a Florida corporation (the "Parent"), all of the shareholders of Parent (the "Mack Shareholders"), Coverall Acquisition Corporation, a Florida corporation and a wholly-owned subsidiary of the Parent ("Newco"), Coverall Concept Insurance Agency, Inc., a Florida corporation (the "Company") and the Company's sole shareholder Jeff Caminiti (the "Company Shareholder").

Upon the recommendation of respective Boards of Directors of the Parent, Newco and the Company and upon the approval of the Shareholders of the Parent, Newco and the Company, and subject to the terms and conditions of the Agreement, the Parent, Newco and the Company hereby implement a business combination of the Company and Newco in which Newco will merge with and into the Company (such merger being referred to herein as the "Merger"), pursuant to the terms of the Plan.

Merger. Upon the filing of the Articles of Merger with the Florida Department of State pursuant to the terms of the Florida Business Corporation Act (the "Effective Time") and subject to the terms and conditions of the Agreement and the provisions of the Florida Business Corporation Act, the separate existence of Newco shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation"). Newco and the Company are sometimes hereinafter referred to collectively as the "Constituent Corporations."

Effect of the Merger. The separate corporate existence of the Company, as the Surviving Corporation, with all its purposes, objects, rights, privileges, powers, certificates and franchises, shall continue unimpaired by the Merger. The Surviving Corporation shall succeed to all the assets of the Constituent Corporations and to all debts, choses in action and other interests due or belonging to the Constituent Corporations and shall be subject to, and responsible for, all the debts, liabilities, obligations and duties of the Constituent Corporations with the effect set forth in Section 607.1106 of the Florida Business Corporation Act.

Tax Matters. It is the intent of the parties that the exchange of the Shares for the Parent Stock be a tax free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended.

Articles of Incorporation and Bylaws of the Surviving Corporation. At the Effective Time and without any further action on the part of the Company or Newco, the Articles of Incorporation of the Company, as in effect at the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation. At the Effective Time and without further action on the part of the Company or Newco, the Bylaws of the Company, as in effect at the Effective Time, shall be the Bylaws of the Surviving Corporation.

Directors and Officers of the Surviving Corporation and Parent. At the Effective Time, the officers and directors of the Surviving Corporation shall consist of the Persons listed on Schedule "1" attached hereto and made a part hereof, which officers and directors shall be the officers of the Surviving Corporation until their respective successors are duly elected or appointed and qualified. At the Effective Time, the Board of Directors of Parent will consist of 5 Persons.

Conversion of Shares. At the Effective Time and by virtue of the Merger and without any action on the part of the holders thereof:

All of the outstanding shares of the common stock, par value \$1.00 per share of the Company (the "Shares") shall be converted into the right to receive a cumulative total of twenty percent (20%) of all of the issued and outstanding shares of Parent's common stock, par value \$1.00 per share (the "Parent Stock") calculated after issuance of the shares of Parent Stock to the Company Shareholder ("Parent Payment Shares").

Each Share held in the treasury of the Company and each Share owned by the Company shall be cancelled and retired without payment of any consideration therefor.

Each share of common stock, par value \$1.00 per share, of Newco issued and outstanding immediately prior to the Effective Time shall remain outstanding and will become the only issued and outstanding shares of the Surviving Corporation.

Waiver of Preemptive Rights. The Mack Shareholders hereby irrevocably waive any and all preemptive rights which they may have with respect to the issuance any additional authorized shares or any increase in the number of authorized shares of the Parent Stock necessary for the Parent to issue the Parent Payment Shares to the Company Shareholder under this Agreement.

Exchange of Certificates. The Parent shall issue the Parent Payment Shares to the Company Shareholder upon receipt of a stock certificate (the "Certificates") that, prior to the Effective Time, represented the Shares. Upon the surrender of the Certificate and a properly executed letter of transmittal and any other required documents and the issuance and delivery by the Parent of the Parent Payment Shares due to the Company Shareholder in exchange therefor, such Certificate shall forthwith be cancelled. Until so surrendered and exchanged, each such Certificate (other than Certificates representing Shares held by the Company) shall represent solely the right to receive the Parent Payment Shares. In the event a Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and the posting by such Person of a bond in such amount as the Parent may reasonably require as an indemnity against any claim that may be made against the Parent or the Surviving Corporation with respect to such Certificate, the Parent shall issue, in exchange for such Certificate, the Parent Stock payable in respect thereof pursuant to this Agreement.

At and after the Effective Time, holders of Certificates shall cease to have any rights as shareholders of the Company except for the right to surrender such Certificates in exchange for certificates representing Parent Payment Shares.

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Schedule 1

DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

**Directors:**

Jay Mack

Paul Mack

Jeff Caminiti