

F98000006457

(Requestor's Name)

(Address)

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(City/State/Zip/Phone #)

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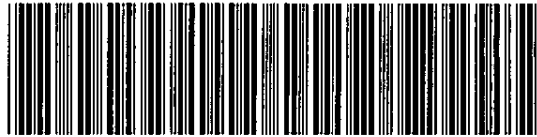
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

*Effective date
3-31-08*

*Merger
Tlewis
2/13/08*

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Federal Warranty Service Corporation
(Name of Surviving Party)

Please return all correspondence concerning this matter to:

Jeannie Aragon-Cruz

(Contact Person)

Assurant Solutions

(Firm/Company)

11222 Quail Roost Drive

(Address)

Miami, FL 33157

(City, State and Zip Code)

For further information concerning this matter, please call:

Jeannie Aragon-Cruz at (305) 253-2244, 33003

(Name of Contact Person)

(Area Code and Daytime Telephone Number)

☐ Certified Copy (optional) \$8.75

STREET ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314



ASSURANT
Solutions

260 Interstate N. Circle, SE
Atlanta, GA 30339-2210
T 770.763.1000
F 770.859.4403

11222 Quail Roost Drive
Miami, FL 33157-6596
T 305.253.2244
F 305.252.6987

www.assurant.com

February 11, 2008

Via FedEx Mail

Florida Department of State
Division of Corporations - Registration Section
Attn: Ms. Thelma Lewis
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Re: Voyager Service Programs, Inc. & Federal Warranty Service Corporation
Merger Documents**

Dear Ms. Lewis:

Per your letter dated February 5, 2008, please find enclosed the Articles of Merger form you requested for Voyager Service Programs, Inc. and Federal Warranty Service Corporation.

If you require anything further, please do not hesitate to contact me at the number or email address listed below.

Best Regards,

Jeannie Aragon-Cruz
Secretary
Voyager Service Programs, Inc.
Federal Warranty Service Corporation
305-253-2244, Ext. 33003
Jeannie.Aragon-Cruz@Assurant.com

Enclosures



FLORIDA DEPARTMENT OF STATE
Division of Corporations

February 5, 2008

JEANNIE ARAGON-CRUZ
ASSURANT SOLUTIONS
11222 QUAIL ROOST DRIVE
MIAMI, FL 33157

SUBJECT: FEDERAL WARRANTY SERVICE CORPORATION
Ref. Number: F98000006457

We have received your document for FEDERAL WARRANTY SERVICE CORPORATION and check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

The merger submitted was prepared in compliance with section 607.1109 Florida Statutes which provides for mergers between domestic corporations and other business entities as defined in section 607.1108, Florida Statutes. Pursuant to section 607.1108(7), Florida Statutes, any merger consisting solely of the merger of one or more domestic corporations with or into one or more foreign corporations shall be consummated solely in accordance with section 607.1107, Florida Statutes. Section 607.1107, Florida Statutes then refers you to section 607.1105, Florida Statutes. Enclosed is a merger form for your convenience.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6905.

Thelma Lewis
Document Specialist Supervisor

Letter Number: 808A00007517

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>Federal Warranty Service Corporation</u>	<u>Illinois</u>	<u>E98006006457</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Voyager Service Programs, Inc.</u>	<u>Florida</u>	<u>V17542</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 3/31/2008 (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 1/16/08.

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 1/16/08.

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)

2008 FEB 12 PM 4:24
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Voyager Service
Programs, Inc.
Federal Warranty
Service Corporation

Leanne Coughlin
Leanne Coughlin

Jeannie Aragon-Cruz
Secretary

Jeannie Aragon-Cruz
Secretary

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of January 16th, 2008, by and between VOYAGER SERVICE PROGRAMS, INC., a Florida corporation ("VSPI"), and FEDERAL WARRANTY SERVICE CORP., an Illinois corporation ("FWSC") (VSPI and FWSC are sometimes referred to individually as a "Constituent Corporation" and together as the "Constituent Corporations").

WHEREAS, American Bankers Insurance Group, Inc. ("ABIG") owns 100% of the issued and outstanding capital stock of VSPI and FWSC; and

WHEREAS, ABIG, as sole shareholder of VSPI and FWSC, along with the Board of Directors of FWSC and VSPI, has determined that it is in the best interests of the Constituent Corporations, respectively, to merge VSPI with and into FWSC, on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 THE MERGER

Section 1.1 The Merger.

- (a) Subject to the terms and conditions of this Agreement, and in accordance with Applicable Law of the States of Illinois and Florida, at the Effective Time, VSPI and FWSC shall consummate a merger (the "Merger") pursuant to which (i) VSPI shall be merged with and into FWSC in a tax free reorganization and the separate corporate existence of VSPI shall thereupon cease; and (ii) FWSC shall be the successor or surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation") and shall continue to be governed by the Applicable Laws of the State of Illinois.
- (b) All the property (real, personal and mixed), objects, rights, privileges, powers, franchises, licenses, registrations and other assets of every kind and description of VSPI (the "Interests") shall be transferred to and be vested in the Surviving Corporation by virtue of the Merger without any deed or other transfer. The Surviving Corporation, without any Order or other action on the part of any court or otherwise, shall hold and enjoy all the Interests in the same manner and to the same extent as all the Interests were held or enjoyed by VSPI immediately prior to the Effective Time.
- (c) Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All rights of creditors, including policyholders, and all liens on property of both Constituent Corporations shall be preserved and remain unimpaired, with all of their respective liabilities for all contracts, policies, deeds of trust, indentures, debts and obligations of any kind and duties attaching to the Surviving Corporation and being

enforceable against it to the same extent as if those liabilities, debts and duties had been incurred and contracted by the Surviving Corporation or the Surviving Corporation may be substituted as a named party in the place and stead of VSPI.

- (d) Any reference to VSPI or FWSC in any writing, including but not limited to any power or powers of attorney or agency agreement or agreements authorizing the execution of any surety bonds or contracts or policies of insurance, service contracts or warranties, or authorizing the acceptance of service of process or any other act on behalf of the Constituent Corporations and any and all other contracts, policies, agreements, instruments and documents to which either Constituent Corporation is a party, whether executed or taking effect before or after the Merger, shall be deemed a reference to the Surviving Corporation if not inconsistent with the other provisions of such writing, and all such writings are hereby ratified, confirmed and approved by the Surviving Corporation, and the Surviving Corporation shall be deemed to be substituted in place and stead of either Constituent Corporation as a party thereto.

Section 1.2 Articles of Incorporation. The Articles of Incorporation of FWSC in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until otherwise amended.

Section 1.3 Bylaws. The Bylaws of FWSC in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until otherwise amended.

Section 1.4 Directors and Officers. The directors and officers of FWSC in office immediately prior to the Effective Time shall serve as the directors and officers of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation.

Section 1.5 Effective Time. As soon as practicable after execution of this Agreement, VSPI and FWSC will cause articles of merger to be filed in the States of Illinois and Florida, in order to cause the Merger to be effective in accordance with this Agreement. The Merger shall become effective at 12:01 a.m. eastern time on March 31st, 2008 (the "Effective Time").

ARTICLE 2 CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of the capital stock of VSPI or FWSC:

- (a) VSPI Stock. Each issued and outstanding share of VSPI's capital stock shall be cancelled without consideration.
- (b) FWSC Stock. Each issued and outstanding share of FWSC's capital stock shall remain outstanding, unaffected by the Merger.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF VSPI

VSPI represents and warrants to FWSC that:

Section 3.1 Corporate Existence and Power. VSPI is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of the State of Florida.

Section 3.2 Corporate Authorization. The execution, delivery and performance by VSPI of this Agreement and the consummation by VSPI of the Merger are within VSPI's corporate powers and, except for the required regulatory approvals, this Agreement will have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of VSPI.

Section 3.3 Capitalization. The authorized capital stock of VSPI consists of 1,000 shares of common stock, par value \$1 per share (the "VSPI Common Stock"). As of the date hereof, 1,000 shares of VSPI Common Stock are issued and outstanding, all of which are owned by ABIG, and no shares of VSPI Common Stock are held in the treasury of VSPI. All outstanding shares of VSPI Common Stock are duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF FWSC

FWSC represents and warrants to VSPI that:

Section 4.1 Corporate Existence and Power. FWSC is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of the State of Illinois.

Section 4.2 Corporate Authorization. The execution, delivery and performance by FWSC of this Agreement and the consummation by FWSC of the Merger are within FWSC's corporate powers and, except for the required regulatory approvals, this Agreement will have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of FWSC.

ARTICLE 5
COVENANTS

Section 5.1 Director and Officer Liability. For six years from and after the Effective Time, FWSC will indemnify and hold harmless the present and former officers and directors of VSPI (the "Indemnified Persons") in respect of acts or omissions occurring at or prior to the Effective Time to the fullest extent provided under Applicable Law and under VSPI's articles of incorporation and bylaws in effect on the date hereof. Notwithstanding any provision herein to the contrary, the covenants contained in this Section 5.1 shall survive the Effective Time and the consummation of the Merger, and are intended to benefit the Indemnified Persons, and shall be binding on all successors and assigns of FWSC.

Section 5.2 Shareholder Approval. ABIG as the sole shareholder of FWSC and VSPI, hereby acknowledges its approval of this Agreement and the Merger.

Section 5.3 Expenses.

- (a) The parties to this Agreement shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, representatives, counsel, investment bankers, actuaries and accountants.
- (b) No director, agent or employee of either VSPI or FWSC shall receive any fee, commission, compensation or other valuable consideration whatsoever, for in any manner aiding, promoting or assisting with the Merger, other than any salary or other compensation that such person would have received in the ordinary course of business without regard for whether the Merger takes place.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Definitions. As used herein, the following terms have the following respective meanings:

“Agreement” means this Agreement and Plan of Merger, as the same may be supplemented, modified or amended from time to time.

“Applicable Law” means any domestic or foreign federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, Order, judgment or decree applicable to the parties hereto.

“Business Day” means any day other than a Saturday, Sunday, a day on which banking institutions in the State of Illinois or Florida are permitted or obligated by Applicable Law to be closed or a day on which the New York Stock Exchange is closed for trading.

“Order” shall mean any administrative decision or award, decree, injunction, judgment, order, quasi judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or other governmental authority.

The following terms are defined in the following Sections of this Agreement:

<u>Term</u>	<u>Section</u>
"FWSC"	1 st Paragraph
"Constituent Corporation"	1 st Paragraph
"Effective Time"	1.5
"Indemnified Persons"	5.1
"Interests"	1.1 (b)
"Merger"	1.1 (a)
"Surviving Corporation"	1.1 (a)
"VSPI"	1 st Paragraph
"VSPI Common Stock"	3.3

Section 6.2 Singular and Plural. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular.

Section 6.3 Notices. All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered by hand, by facsimile transmission, by electronic mail, by certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below (or at such other address as may be provided hereunder), and shall be deemed to have been delivered as of the date so delivered:

If to VSPI: Voyager Service Programs, Inc.
11222 Quail Roost Drive
Miami, FL 33157
Attn: Gale Zoller, Esq.
Telephone: 305-252-7071
Facsimile: 305-278-6255

If to FWSC: Federal Warranty Service Corp.
11222 Quail Roost Drive
Miami, FL 33157
Attn: Gale Zoller, Esq.
Telephone: 305-252-7071
Facsimile: 305-278-6255

Section 6.4 Survival of Representations and Warranties. The representations and warranties contained herein shall not survive the Effective Time or the termination of this Agreement.

Section 6.5 Amendments; No Waivers.

- (a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

- (b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 6.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 6.7 Governing Law. This Agreement shall be governed by and construed under the Applicable Laws of the State of Illinois, without regard for its conflicts of laws principles.

Section 6.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 6.9 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 6.10 Interpretations. No uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly accomplish the purposes and intentions of all parties hereto.

Section 6.11 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

Section 6.12 Entire Agreement; No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement (including the documents and instruments referred to herein) constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior arrangements or understandings with respect thereto, written or oral. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

VOYAGER SERVICE PROGRAMS, INC.

Attest:

Arthur W. Heggen
Assistant Secretary
[Corporate Seal]

By:

Jeannie Aragon-Cruz

Name: Jeannie Aragon-Cruz

Title: Secretary

FEDERAL WARRANTY SERVICE CORPORATION

Attest:

Jeannie Aragon-Cruz
Secretary
[Corporate Seal]

By:

Arthur W. Heggen

Name: Arthur W. Heggen

Title: Assistant Secretary