

J73962

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

USIS OF NEWCO, INC., a Florida corporation, P97000014775

INTO

THE BOCA RATON INSURANCE AGENCY, INC., a Florida corporation,  
J73962

File date: March 5, 1997

Corporate Specialist: Darlene Connell

Account number: 072100000032

Account charged: 122.50



THE UNITED STATES  
CORPORATION  
COMPANY

# J 73962

ACCOUNT NO. : 072100000032

REFERENCE : 282180 9029A

AUTHORIZATION :

*Patricia Pignato*

COST LIMIT : \$ 122.50

ORDER DATE : March 5, 1997

ORDER TIME : 10:48 AM

ORDER NO. : 282180-010

CUSTOMER NO: 9029A

CUSTOMER: David Chenkin, Esq.  
Frank Effman Weinberg & Black,  
Second Floor  
8000 Peters Road  
Plantation, FL 33324

ARTICLES OF MERGER

USIS OF NEWCO, INC.

INTO

BOCA RATON INSURANCE AGENCY,  
INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX        CERTIFIED COPY  
       PLAIN STAMPED COPY

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS:

*Mabry*  
*3/7/97*  
*DC*

FILED  
MAR 5 PM 3:23  
FBI - MIAMI

*File*  
*2nd*

95 MAR 5 1997



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

March 6, 1997

CSC

TALLAHASSEE, FL

**RESUBMIT**

Please give original  
mission date as file date.

SUBJECT: THE BOCA RATON INSURANCE AGENCY, INC.  
Ref. Number: J73962

We have received your document for THE BOCA RATON INSURANCE AGENCY, INC. and the authorization to debit your account in the amount of \$122.50. However, the document has not been filed and is being returned for the following:

The current name of the entity is as referenced above. Please correct your document accordingly.

The typed or printed name of the person(s) signing must be listed beneath the signature.

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 (904) 487-6903.

Nancy Hendricks  
Corporate Specialist

Letter Number: 297A00011482

*File 2nd*

ARTICLES OF MERGER OF  
USIS OF NEWCO, INC.,  
a Florida Corporation,  
with and into  
THE BOCA RATON INSURANCE AGENCY, INC.,  
a Florida Corporation

FILED  
9/11/93-5 PM 3:29  
CLERK OF DISTRICT COURT  
NINTH JUDICIAL CIRCUIT  
MIAMI, FLORIDA

THE UNDERSIGNED CORPORATIONS do hereby execute the following Articles of Merger pursuant to Section 607.1101 et seq. of the Florida Business Corporation Act for the purpose of merging USIS OF NEWCO, INC., a Florida Corporation, with and into <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation.

1. The Name of each of the undersigned Corporations and the State in which is is incorporated are as follows:

| <u>NAME OF CORPORATION</u>            | <u>STATE OF INCORPORATION</u> |
|---------------------------------------|-------------------------------|
| USIS OF NEWCO, INC.                   | Florida                       |
| THE BOCA RATON INSURANCE AGENCY, INC. | Florida                       |

2. The name which the Surviving Corporation is to have after the merger will be <sup>THE</sup> "BOCA RATON INSURANCE AGENCY, INC."

3. The merger is permitted under the laws of the State of Florida. USIS OF NEWCO, INC., a Florida Corporation, and <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, have complied with the applicable provisions of the laws of the State of Florida.

4. The Agreement of Merger and Plan of Reorganization of USIS OF NEWCO, INC., a Florida Corporation and <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation (the "Agreement and Plan of Reorganization"), is set forth on Exhibit "A" attached hereto and incorporated herein by such reference.

h:\premier\articles.usi

THE LAW FIRM OF  
FRANK • EFFMAN • WEINBERG, P.A.

8000 PETERS ROAD • PLANTATION, FL 33324

5. The Unanimous Board of Directors and all of the Shareholders of <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, the Surviving Corporation in the merger, approved and adopted the Agreement and Plan of Reorganization by written consent on March 3, 1997. USIS OF NEWCO, INC. was also approved and adopted by the Shareholders on the same date.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the Agreement and Plan of Reorganization were as follows:

| NAME OF CORPORATION  | # OF SHARES OUTSTANDING | # OF SHARES ENTITLED TO VOTE |
|--|-------------------------|------------------------------|
| THE BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation | 245                     | 245                          |
| USIS OF NEWCO, INC., a Florida Corporation                   | 1,000                   | 1,000                        |

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

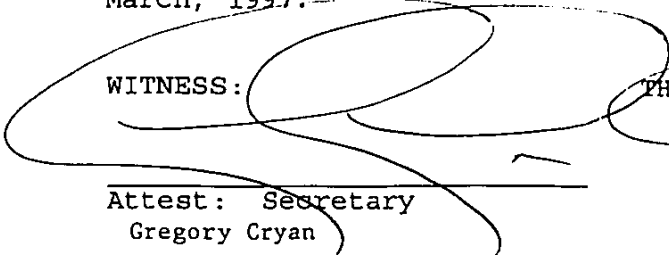
| NAME OF CORPORATION  | TOTAL SHARES VOTED FOR | TOTAL SHARES VOTED AGAINST |
|--|------------------------|----------------------------|
| THE BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation | 245                    | None                       |
| USIS OF NEWCO, INC., a Florida Corporation                   | 1,000                  | None                       |

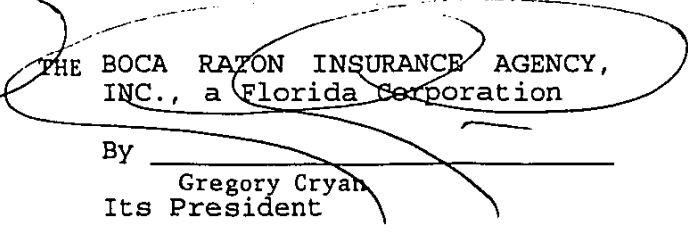
8. The Charter of <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, will not be amended in conjunction with this merger.

9. The Articles of Merger and the Agreement and Plan of Reorganization incorporated herein by reference shall be effective upon filing in Florida, pursuant to Section 607.1101 et. seq., of the Florida Business Corporation Act, and the merger therein contemplated shall be deemed to be completed and consummated at said time.

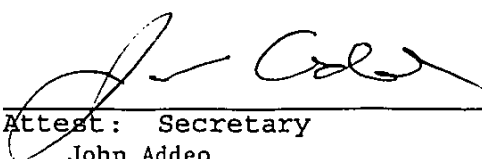
IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, and USIS OF NEWCO, INC., a Florida Corporation, each thereunto duly authorized, as of the 3rd day of March, 1997.—

WITNESS:

  
Attest: Secretary  
Gregory Cryan

  
THE BOCA RATON INSURANCE AGENCY,  
INC., a Florida Corporation

By \_\_\_\_\_  
Gregory Cryan  
Its President

  
Attest: Secretary  
John Addeo

USIS OF NEWCO, INC., a Florida Corporation

  
By \_\_\_\_\_  
John Addeo  
Its President

EXHIBIT "A"

Agreement and Plan of Reorganization

## AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

THIS AGREEMENT of MERGER and PLAN of REORGANIZATION is dated the 3rd day of March, 1997, by and between USIS of NEWCO, INC., a Florida Corporation (hereinafter called "USIS"), and <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, (hereinafter called "BRIA").

### R E C I T A L S:

WHEREAS, the Boards of Directors of USIS and BRIA have resolved that USIS be merged pursuant to the Business Corporation Laws of the State of Florida into a single corporation existing under the laws of the State of Florida, to wit, <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("IRC"); and

WHEREAS, the authorized capital stock of USIS consists of 1,000 Shares of Common Stock with a par value of \$0.01 per share (hereinafter called "USIS Common Stock"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of BRIA consists of 500 Shares of Common Stock with a par value of \$1.00 per share

THE LAW FIRM OF

FRANK • EFFMAN • WEINBERG • BLACK, P.A.

8000 PETERS ROAD • PLANTATION, FL 33324



(hereinafter called "BRIA Common Stock"), of which 245 shares are issued and outstanding; and

WHEREAS, the respective Unanimous Boards of Directors and all Shareholders of USIS and BRIA have approved the Merger upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto hereby agree in accordance with the Business Corporation Laws of the State of Florida, that USIS shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single Corporation existing under the laws of the State of Florida, to wit, <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., which shall be the Surviving Corporation, and the Parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Recitals. The foregoing recitals are true and correct and incorporated herein by such reference.

2. Stockholder's Meetings; Filings; Effects of Merger.

2.1 Stockholders' Meeting. USIS and BRIA shall each call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of Florida at the earliest practicable date, upon due notice thereof to its

stockholders to consider and vote upon, among other matters, adoption of this Agreement.

2.2 Action by the Parties. On or before March 3, 1997, USIS and BRIA shall adopt this Agreement in accordance with the Business Corporation Law of the State of Florida.

2.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of USIS and BRIA in accordance with the Business Corporation Law of the State of Florida, and (b) this Agreement is not thereafter, and has not theretofore, been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Business Corporation Law of the State of Florida. Such filings shall be made on the same day. The Merger shall become effective upon filing in Florida, which date and time are herein referred to as the "Effective Date".

2.4 Certain Effects of Merger. On the Effective Date, the separate existence of USIS shall cease, and shall be merged into BRIA which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities and duties of USIS; and all and singular, the rights, privileges, powers, and franchises of USIS, and all property, real, personal, and mixed, and all debts due to USIS on whatever account, as well for stock subscriptions and all other things in action or belonging to USIS, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving

Corporation as they were of USIS, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction in USIS shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of USIS shall be preserved unimpaired, and all debts, liabilities and duties of USIS shall thenceforth 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 it. At any time, or from time to time, after the Effective Date, the last acting officers of USIS or the corresponding officers of the Surviving Corporation, may, in the name of USIS, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to best, perfect, or confirm in the Surviving Corporation title to and possession of all USIS property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; By-Laws.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be THE BOCA RATON INSURANCE AGENCY, INC.

3.2 Certificate of Incorporation. The Certificate of Incorporation of BRIA as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the

Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 By-Laws. The By-Laws of USIS, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of USIS and the nature and amount of securities of BRIA which the holders of shares of USIS Common Stock are to receive in exchange for such shares are as follows:

4.1 USIS Common Stock. Each one share of USIS Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of BRIA Common Stock. Every share of BRIA Common Stock issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the Holder thereof, be exchanged for the Merger Consideration, as that term is defined in that certain Acquisition Agreement dated the 4th day of March, 1997, by and between the Parties hereto and others, and such BRIA Common Stock shall be cancelled and no longer outstanding. Such certificates may, but need not be, exchanged by the Holder thereof after the Merger becomes effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

5. Termination/Abandonment of Merger. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of USIS, if the Board of Directors of USIS or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

6. Miscellaneous Provisions.

6.1 Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being notices. However if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party set forth in the first paragraph of this Agreement (or such other address as may be designated by a Party by giving notice thereof to all other Parties) then such notice shall be deemed given on the date that it is turned over to the custody of the United States Postal Service.

6.2 Further Assurances. All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.

6.3 Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

6.4 Counterparts. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

6.5 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision hereof.

6.6 Completeness and Modification. This Agreement constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.

6.7 Severability. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision of this Agreement shall not affect the validity of the remaining portions thereof.

6.8 Governing Law/Venue/Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be

litigated in any state court or federal court located in Broward County, Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the Parties at their respective addresses set forth in this Agreement.

6.9 Construction. Each Party has reviewed this Agreement and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement shall not apply.

6.10 Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors of the Stockholders and the Corporation. The Stockholders and all of those succeeding to interest under them agree, respectively, to make, execute and deliver any documents necessary to carry out this Agreement.

6.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees at the trial and at the appellate levels.

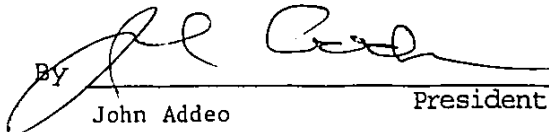
[Signatures provided on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date referenced above.

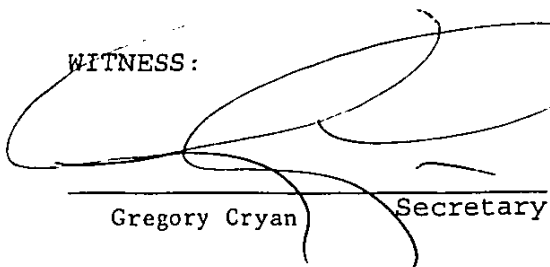
WITNESS:

  
\_\_\_\_\_  
John Addeo Secretary

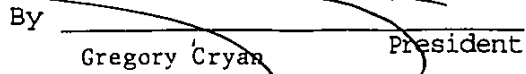
USIS OF NEWCO, INC., a Florida Corporation

By   
\_\_\_\_\_  
John Addeo President

WITNESS:

  
\_\_\_\_\_  
Gregory Cryan Secretary

THE  
BOCA RATON INSURANCE AGENCY,  
INC., a Florida Corporation

By   
\_\_\_\_\_  
Gregory Cryan President





# J73962

ACCOUNT NO. : 072100000032

REFERENCE : 282180 9029A

AUTHORIZATION : *Patricia Pizotti*

COST LIMIT : \$ 87.50

ORDER DATE : March 5, 1997

ORDER TIME : 10:50 AM

ORDER NO. : 282180-020

CUSTOMER NO: 9029A

CUSTOMER: David Chenkin, Esq.  
Frank Effman Weinberg & Black,  
Second Floor  
8000 Peters Road  
Plantation, FL 33324

FILED  
97 MAR -5 PM 3:31  
TALLAHASSEE FLORIDA  
SECRETARY OF STATE

DOMESTIC AMENDMENT FILING

NAME: BOCA RATON INSURANCE AGENCY,  
INC.

EFFECTIVE DATE:

XX ARTICLES OF AMENDMENT  
       RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY  
       PLAIN STAMPED COPY  
       CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS: \_\_\_\_\_

*3/7/97*  
*DC*

*File*  
*4th*  
*Name Change*



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

March 6, 1997

CSC

TALLAHASSEE, FL

SUBJECT: THE BOCA RATON INSURANCE AGENCY, INC.  
Ref. Number: J73962

**RESUBMIT**

Please give original  
submission date as file date.

We have received your document for THE BOCA RATON INSURANCE AGENCY, INC. and your check(s) totaling \$. However, the enclosed document has not been filed and is being returned for the following correction(s):

The current name of the entity is as referenced above. Please correct your document accordingly.

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 (904) 487-6903.

Nancy Hendricks  
Corporate Specialist

Letter Number: 597A00011508

FILED  
97 MAR -5 PH 3:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT

THE BOCA RATON INSURANCE AGENCY, INC.

Pursuant to Florida Statutes Section 607.1006, the Articles of Incorporation of the above-named Corporation are hereby amended as follows:

1. The name of the Corporation shall be amended to read:

PREMIER-USI INSURANCE GROUP, INC.

The undersigned, being the President of <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., hereby certifies that the foregoing Amendment to the Articles of Incorporation was duly adopted unanimously by all of the Directors and all of the Shareholders at a meeting duly held by them on the 4 day of March, 1997.

THE BOCA RATON INSURANCE AGENCY, INC.

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

GREGORY CRYAN, PRESIDENT

STATE OF FLORIDA       )  
                                  ) SS.  
COUNTY OF BROWARD    )

The foregoing Articles of Amendment were acknowledged before me this 4 day of March, 1997, by GREGORY CRYAN, President of the Corporation, who is personally known to me, or who produced a Florida Drivers License as identification.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Florida

Steven A. Weinberg

\_\_\_\_\_  
Printed Name of Notary



J 73962

ARTICLES OF MERGER  
Merger Sheet

-----  
MERGING:

THE PREMIER INSURANCE GROUP, INC., a Florida corporation,  
P93000003258

INTO

THE BOCA RATON INSURANCE AGENCY, INC., a Florida corporation,  
J73962

File date: March 5, 1997

Corporate Specialist: Darlene Connell

Account number: 072100000032

Account charged: 122.50



THE UNITED STATES  
CORPORATION  
COMPANY

J 73962

ACCOUNT NO. : 072100000032

REFERENCE 282180

9029A

AUTHORIZATION

Patricia Pignato

COST LIMIT : \$ 122.50

FILED  
97 MAR -5 PM 3:28  
TALLAHASSEE, FLORIDA  
STATE

ORDER DATE : March 5, 1997

ORDER TIME : 10:48 AM

ORDER NO. : 282180-005

000002105318-18

CUSTOMER NO: 9029A

CUSTOMER: David Chenkin, Esq.  
Frank Effman Weinberg & Black,  
Second Floor  
8000 Peters Road  
Plantation, FL 33324

ARTICLES OF MERGER

THE PREMIER INSURANCE GROUP,  
INC.

INTO

BOCA RATON INSURANCE AGENCY,  
INC.

File  
1st

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX \_\_\_\_\_ CERTIFIED COPY  
\_\_\_\_\_ PLAIN STAMPED COPY

CONTACT PERSON: Andrea C. Mabry

EXAMINER'S INITIALS: \_\_\_\_\_

Morgan

3/11/97  
D



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

March 6, 1997

CSC

TALLAHASSEE, FL

SUBJECT: THE BOCA RATON INSURANCE AGENCY, INC.  
Ref. Number: J73962

**RESUBMIT**

Please give original  
submission date as file date.

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The typed or printed name of the person(s) signing must be listed beneath the signature.

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 (904) 487-6903.

Nancy Hendricks  
Corporate Specialist

Letter Number: 997A00011476

RECEIVED  
MAR 7 1997  
DIVISION OF CORPORATIONS

File 1-4

ARTICLES OF MERGER OF  
THE PREMIER INSURANCE GROUP, INC.,  
a Florida Corporation,  
with and into  
THE BOCA RATON INSURANCE AGENCY, INC.,  
a Florida Corporation

97 MAR -5 PM 3:28  
FILED  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

THE UNDERSIGNED CORPORATIONS do hereby execute the following Articles of Merger pursuant to Section 607.1101 et seq. of the Florida Business Corporation Act for the purpose of merging THE PREMIER INSURANCE GROUP, INC., a Florida Corporation, with and into <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation.

1. The Name of each of the undersigned Corporations and the State in which each is incorporated are as follows:

| <u>NAME OF CORPORATION</u>            | <u>STATE OF INCORPORATION</u> |
|---------------------------------------|-------------------------------|
| THE PREMIER INSURANCE GROUP, INC.     | Florida                       |
| THE BOCA RATON INSURANCE AGENCY, INC. | Florida                       |

2. The name which the Surviving Corporation is to have after the Merger will be <sup>THE</sup> "BOCA RATON INSURANCE AGENCY, INC."

3. The Merger is permitted under the laws of the State of Florida. THE PREMIER INSURANCE GROUP, INC., a Florida Corporation, and <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, have complied with the applicable provisions of the laws of the State of Florida.

4. The Agreement of Acquisition, Merger and Plan of Reorganization of The PREMIER INSURANCE GROUP, INC., a Florida Corporation and <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida

THE LAW FIRM OF  
FRANK • EFFMAN • WEINBERG • BLACK, P.A.

8000 PETERS ROAD • PLANTATION, FL 33324

Corporation, (the "Agreement and Plan of Reorganization"), is set forth on Exhibit "A" attached hereto and incorporated herein by reference.

5. The Unanimous Board of Directors and all of the Shareholders of <sup>THE</sup>BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, the Surviving Corporation in the Merger, approved and adopted the Agreement and Plan of Reorganization by written consent on March 3, 1997. THE PREMIER INSURANCE GROUP, INC. was also approved and adopted by the Shareholders on the same date.

6. The number of shares outstanding and the number of shares of each Corporation entitled to vote on the Agreement and Plan of Reorganization were as follows:

| NAME OF CORPORATION  | # OF SHARES OUTSTANDING | # OF SHARES ENTITLED TO VOTE |
|--|-------------------------|------------------------------|
| THE BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation | 245                     | 245                          |
| THE PREMIER INSURANCE GROUP, INC., a Florida Corporation     | 100                     | 100                          |

7. The number of shares voted for and against the approval and adoption of the Agreement and Plan of Merger were as follows:

| NAME OF CORPORATION  | TOTAL SHARES VOTED FOR | TOTAL SHARES VOTED AGAINST |
|--|------------------------|----------------------------|
| THE BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation | 245                    | None                       |
| THE PREMIER INSURANCE GROUP, INC. a Florida Corporation      | 100                    | None                       |



8. The Charter of <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, will not be amended in conjunction with this Merger.

9. The Articles of Merger and the Agreement and Plan of Reorganization incorporated herein by reference shall be effective upon filing in Florida, pursuant to Section 607.1101 et. seq., of the Florida Business Corporation Act, and the Merger therein contemplated shall be deemed to be completed and consummated at said time.

IN WITNESS WHEREOF, these Articles of Merger have been signed by the President and Secretary of <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, and THE PREMIER INSURANCE GROUP, INC., Florida Corporation, each thereunto duly authorized, as of the 3 day of March, 1997.

WITNESS:

<sup>THE</sup>  
BOCA RATON INSURANCE AGENCY, INC.,  
a Florida Corporation

Attest: Secretary  
Gregory Cryan

BY: \_\_\_\_\_  
Gregory Cryan  
Its: President

THE PREMIER INSURANCE GROUP,  
INC., a Florida Corporation

Attest: Secretary  
Gregory Cryan

BY: \_\_\_\_\_  
Gregory Cryan  
Its: President

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rev. 3/3/97

EXHIBIT "A"

Agreement of Acquisition, Merger  
and Plan of Reorganization

AGREEMENT OF ACQUISITION, MERGER AND PLAN  
OF REORGANIZATION

THIS AGREEMENT of ACQUISITION, MERGER and PLAN of REORGANIZATION is dated the 3rd day of March, 1997, by and between THE PREMIER INSURANCE GROUP, INC., a Florida Corporation (hereinafter called "PREMIER"), <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., a Florida Corporation, (hereinafter called "BRIA") and NINE LIVES, INC., a Florida Corporation, (hereinafter called "NINE LIVES").

R E C I T A L S:

WHEREAS, the Boards of Directors of PREMIER and BRIA have resolved that PREMIER be merged pursuant to the Business Corporation Laws of the State of Florida into a single corporation existing under the laws of the State of Florida, to wit, <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended ("IRC"); and

WHEREAS, the authorized capital stock of PREMIER consists of 10,000 Shares of Common Stock with a par value of \$1.00 per share (hereinafter called "PREMIER Common Stock"), of which 100 shares are issued and outstanding; and

WHEREAS, the authorized capital stock of BRIA consists of

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500 Shares of Common Stock with a par value of \$1.00 per share (hereinafter called "BRIA Common Stock"), of which 245 shares are issued and outstanding; and

WHEREAS, prior to the Merger of PREMIER with and into BRIA, the respective Boards of Directors of BRIA and NINE LIVES have agreed that BRIA shall acquire, by way of purchase, all of the outstanding stock of PREMIER owned by NINE LIVES for good and valuable consideration, the receipt of which is acknowledged; and

WHEREAS, the respective Unanimous Boards of Directors and all Shareholders of NINE LIVES, PREMIER and BRIA have approved the transactions described herein upon the terms and conditions hereinafter set forth and have approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the Parties hereto hereby agree that following BRIA's acquisition of NINE LIVES stock in PREMIER, and in accordance with the Business Corporation Laws of the State of Florida, that PREMIER shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single Corporation existing under the laws of the State of Florida, to wit, <sup>THE</sup> BOCA RATON INSURANCE AGENCY, INC., which shall be the Surviving Corporation, and the Parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

1. Recitals. The foregoing recitals are true and correct and incorporated herein by such reference.

2. Stockholder's Meetings; Filings; Effects of Merger.

2.1 Stockholders' Meeting. PREMIER and BRIA shall each call a meeting of its stockholders to be held in accordance with the Business Corporation Law of the State of Florida at the earliest practicable date, upon due notice thereof to its stockholders to consider and vote upon, among other matters, adoption of this Agreement.

2.2 Action by the Parties. On or before March 3, 1997, PREMIER and BRIA shall adopt this Agreement in accordance with the Business Corporation Law of the State of Florida.

2.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the stockholders of PREMIER and BRIA in accordance with the Business Corporation Law of the State of Florida, and (b) this Agreement is not thereafter, and has not theretofore, been terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Business Corporation Law of the State of Florida. Such filings shall be made on the same day. The Merger shall become effective upon the filing of the Articles of Merger, which date and time are herein referred to as the "Effective Date".

2.4 Certain Effects of Merger. On the Effective Date, the separate existence of PREMIER shall cease, and shall be merged into BRIA which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the

restrictions, disabilities and duties of PREMIER; and all and singular, the rights, privileges, powers, and franchises of PREMIER, and all property, real, personal, and mixed, and all debts due to PREMIER on whatever account, as well for stock subscriptions and all other things in action or belonging to PREMIER, shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of PREMIER, and the title to any real estate vested by deed or otherwise, under the laws of Florida or any other jurisdiction in PREMIER shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of PREMIER shall be preserved unimpaired, and all debts, liabilities and duties of PREMIER shall thenceforth 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 it. At any time, or from time to time, after the Effective Date, the last acting officers of PREMIER or the corresponding officers of the Surviving Corporation, may, in the name of PREMIER, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the Surviving Corporation may deem necessary or desirable in order to best, perfect, or confirm in the Surviving Corporation title to and possession of all PREMIER property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

3. Name of Surviving Corporation; Certificate of Incorporation; By-Laws.

3.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be THE BOCA RATON INSURANCE AGENCY, INC.

3.2 Certificate of Incorporation. The Certificate of Incorporation of BRIA as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Certificate of Incorporation of the Surviving Corporation until changed or amended as provided by law.

3.3 By-Laws. The By-Laws of BRIA, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

4. Status and Conversion of Securities. The manner and basis of converting the shares of the capital stock of PREMIER and the nature and amount of securities of BRIA which the holders of shares of PREMIER Common Stock are to receive in exchange for such shares are as follows:

4.1 PREMIER Common Stock. Each one share of PREMIER Common Stock which shall be issued and outstanding immediately before the Effective Date shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted at the Effective Date into one (1) fully paid share of BRIA Common Stock. Such certificates may, but need not be, exchanged by the holders thereof after the merger becomes

effective for new certificates for the appropriate number of shares bearing the name of the Surviving Corporation.

5. Termination/Abandonment of Merger. This Agreement of Merger may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, and whether before or after approval of this Agreement of Merger by the shareholders of PREMIER, if the Board of Directors of PREMIER or of the Surviving Corporation duly adopt a resolution abandoning this Agreement of Merger.

6. Miscellaneous Provisions.

6.1 Notices. All notices required or permitted to be given under the terms of this Agreement shall be in writing. Notices may be personally delivered to a Party or may be mailed to a Party. Notices are deemed given when received by the Party being notices. However if a notice is mailed to a Party by certified mail, return receipt requested, proper postage prepaid, in an envelope addressed to the address of the Party set forth in the first paragraph of this Agreement (or such other address as may be designated by a Party by giving notice thereof to all other Parties) then such notice shall be deemed given on the date that it is turned over to the custody of the United States Postal Service.

6.2 Further Assurances. All Parties shall execute and deliver such other instruments and do such other acts as may be necessary to carry out the intent and purposes of this Agreement.



6.3 Gender. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

6.4 Counterparts. This Agreement may be executed in any number of counterparts. All executed counterparts shall constitute one agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

6.5 Captions. The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision hereof.

6.6 Completeness and Modification. This Agreement constitutes the entire understanding among the Parties concerning the subject matter hereof and it supersedes all prior or contemporaneous agreements or understandings. No waiver or modification of the terms hereof shall be valid unless in writing signed by the Party or Parties to be charged and only to the extent therein set forth. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the express provisions of this Agreement.

6.7 Severability. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, subsection, paragraph, sentence, clause, phrase or word, or of any provision

of this Agreement shall not affect the validity of the remaining portions thereof.

6.8 Governing Law/Venue/Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Parties hereto agree that all actions and proceedings relating directly or indirectly hereto shall be litigated in any state court or federal court located in Broward County, Florida, and the Parties hereby expressly consent to the jurisdiction of any such courts and to venue therein and consent to service of process in any such action or proceeding by certified or registered mailing of the summons and complaint therein directed to the Parties at their respective addresses set forth in this Agreement.

6.9 Construction. Each Party has reviewed this Agreement and the rule of construction that ambiguities are to be resolved against the Party drafting this Agreement shall not apply.

6.10 Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, guardians, legal representatives, administrators, assigns and successors of the Stockholders and the Corporation. The Stockholders and all of those succeeding to interest under them agree, respectively, to make, execute and deliver any documents necessary to carry out this Agreement.

6.11 Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to court costs and reasonable attorneys' fees at the trial and at the appellate levels.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date referenced above.

WITNESS:

THE PREMIER INSURANCE GROUP, INC.,  
a Florida Corporation

Gregory Cryan

Sec.

BY:

Gregory Cryan

President

THE BOCA RATON INSURANCE AGENCY, INC.,  
a Florida Corporation

Gregory Cryan

Sec.

BY:

Gregory Cryan

President

NINE LIVES, INC.,  
a Florida Corporation

Matthew J. O'Connor

Sec.

BY:

Matthew J. O'Connor

President