

J 85204

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

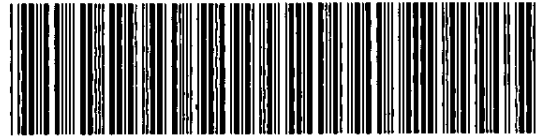
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

09 JUL - 1 PM 4:32

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TO ACKNOWLEDGE
SUFFICIENCY OF FILING

2009 JUL - 1 PM 4:24

RECEIVED
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Morgan
7/2/09
TL

Bill Godwin

Requester's Name

249 E Virginia

Address

TALL FL 32301

City/State/Zip

Phone #

138

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- 1. Mapfre / Amstar
(Corporation Name) (Document #)
- 2. _____
(Corporation Name) (Document #)
- 3. _____
(Corporation Name) (Document #)
- 4. _____
(Corporation Name) (Document #)

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NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

Examiner's Initials

ARTICLES OF MERGER
(Profit Corporations)

FILED
 09 JUL -1 PM 4:32
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

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>Mapfre Insurance Company of Florida</u>	<u>Florida</u>	<u>J85204</u>

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Amstar Insurance Company</u>	<u>Florida</u>	<u>J85165</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR ____/____/____ (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on May 23, 2009.

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 May 23, 2009.

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)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "**Agreement**") is made and entered into as of the 23rd day of May, 2009, by and among Amstar Insurance Company, a Florida corporation (the "**Merging Corporation**"), and Mapfre Insurance Company of Florida, a Florida corporation (the "**Surviving Entity**").

RECITALS

WHEREAS, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, Mapfre U.S.A. Corp (the "Parent Company"), the sole shareholder of the Merging Corporation, is also the sole shareholder of the Surviving Entity;

WHEREAS, pursuant to duly authorized action by their respective board of directors, and shareholders, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "**Merger**") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law; and

WHEREAS, the parties intend for the Merger to constitute a tax free reorganization under Section 368(a) of the Internal Revenue Code of 1986, as amended;

WITNESSETH:

NOW THEREFORE, in consideration of the mutual premises herein contained, and as permitted under F.S. 607.1104, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. **MERGER.** The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. **SURVIVING ENTITY.** At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Corporation shall cease to exist, and its property and obligations shall become the property and obligations of the Surviving Entity as the surviving entity of the Merger.

3. **CHARTER DOCUMENTS AND BY-LAWS; DIRECTORS AND OFFICERS.** At the Effective Time, the Articles of Incorporation and By-laws of the Surviving Entity shall continue as the Articles of Incorporation and By-laws, respectively, of the Surviving Entity. The persons who are the directors and officers of the Surviving Corporation immediately before the Effective Time shall continue as the directors and officers of the Surviving Corporation immediately after the Effective Time.

4. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, (i) all of the issued and outstanding shares of capital stock of the Merging Corporation shall be surrendered to the Surviving Entity and canceled, and one (1) share of common stock, par value \$0.01 per share, of the Surviving Entity will be issued to the Parent Company in exchange therefor, and (ii) all of the outstanding shares of capital stock of the Surviving Entity shall remain outstanding, and the Parent Company of the Surviving Entity shall continue to be the sole shareholder of the Surviving Entity.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective board of directors and shareholders of the Merging Corporation and the Surviving Entity. The proper officers of the Merging Corporation and the Surviving Entity shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities, including without limitation, the Florida Office of Insurance Regulation, for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective upon the filing of the Articles of Merger relating to the Merger with the Secretary of State of the State of Florida (the "Effective Time"), provided that such Articles of Merger shall not be filed with the Secretary of State of the State of Florida until approval for the Merger is obtained from the Office of Insurance Regulation of the State of Florida.

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholder of the Merging Corporation and the shareholder of the Surviving Entity, and no person not a party to this Agreement, other than the shareholder of the Merging Corporation and the shareholder of the Surviving Entity, shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, Amstar Insurance Company and Mapfre Insurance Company of Florida have caused this Agreement to be entered into as of the date first above written.

CONSTITUENT ENTITIES:

MERGING CORPORATION:

AMSTAR INSURANCE COMPANY

By:  _____

Name: Daniel P. Olohan
Title: Secretary

SURVIVING ENTITY:

**MAPFRE INSURANCE COMPANY OF
FLORIDA**

By:  _____

Name: Daniel P. Olohan
Title: Secretary