

L05000067114

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

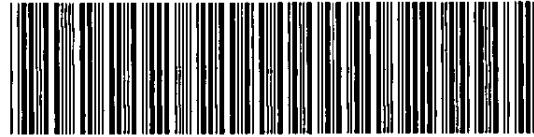
(Document Number)

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Special Instructions to Filing Officer:

Merger  
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DEPARTMENT OF STATE

12 AUG -6 AM 10:50

J. SAULSBERRY  
EXAMINER

AUG 7 2012



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195

REFERENCE : 302253 7379988

AUTHORIZATION :

COST LIMIT : \$ 60

*Spudde man*

ORDER DATE : August 6, 2012

ORDER TIME : 9:10 AM

ORDER NO. : 302253-010

CUSTOMER NO: 7379988

ARTICLES OF MERGER

CONSUMER SELECT INSURANCE OF  
AMERICA, LLC

INTO

FIRST AMERICAN PROPERTY &  
CASUALTY INSURANCE AGENCY,  
INC.

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PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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

CONTACT PERSON: Harry B. Davis

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

**Certificate of Merger  
For  
Florida Limited Liability Company**

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, Florida Statutes.

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Consumer Select Insurance	Florida	LLC
of America, LLC	LD5000067114	

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Property &	California	Corporation
Casualty Insurance Agency, Inc.		

**THIRD:** The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

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**FOURTH:** The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

**FIFTH:** If other than the date of filing, the effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

**SIXTH:** If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

1 First American Way

Santa Ana, CA 02707

**SEVENTH:** If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

**EIGHTH:** If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_


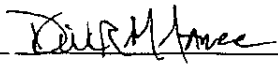
Mailing address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

**NINTH:** Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
Consumer Select Insurance		
of America, LLC		Jeffrey S Robinson
First American Property &		
Casualty Insurance Agency, Inc.		Dirk R. McNamee

Corporations:	Chairman, Vice Chairman, President or Officer (If no directors selected, signature of incorporator.)
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of a member or authorized representative

<b><u>Fees:</u></b>	For each Limited Liability Company:	\$25.00
	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50
	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00

<b><u>Certified Copy (optional):</u></b>	\$30.00
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## PLAN OF MERGER

**FIRST:** The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Consumer Select Insurance	Florida	LLC
of America, LLC		

**SECOND:** The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
First American Property &	California	Corporation

Casualty Insurance Agency, Inc.

**THIRD:** The terms and conditions of the merger are as follows:

See Attached


*(Attach additional sheet if necessary)*

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**FOURTH:**

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

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*(Attach additional sheet if necessary)*

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

See Attached

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*(Attach additional sheet if necessary)*

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**FIFTH:** Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

See Attached

*(Attach additional sheet if necessary)*

**SIXTH:** Other provisions, if any, relating to the merger are as follows:

See Attached

*(Attach additional sheet if necessary)*

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## **AGREEMENT OF MERGER**

AGREEMENT OF MERGER dated as of August 1, 2012, by and between First American Property & Casualty Insurance Agency, Inc., a California corporation ("FAPC") and Consumer Select Insurance of America, LLC, a Florida limited liability company, ("Target"), FAPC and Target being sometimes referred to herein as the "Constituent Entities."

WHEREAS, the members, directors and shareholders, of each Constituent Entity deems it advisable for the general welfare of its Constituent Entity and its members, directors and shareholders that the Constituent Entities merge into a single corporation pursuant to this Agreement and the applicable laws of the States of Florida and California; and

NOW, THEREFORE, the Constituent Entities agree that Target shall be merged with and into FAPC as the surviving corporation in accordance with the applicable laws of the States of Florida and California, that the name of the surviving corporation shall continue to be FAPC (which in its capacity as surviving entity is hereinafter called the "Surviving Entity"), and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

### **Section 1. Effective Date**

The merger provided for in this Agreement shall become effective upon the completion of the following:

- (1) Adoption of this Agreement by the members of each Constituent Entity pursuant to the laws of the States of Florida and California; and
- (2) Execution and filing of the appropriate merger documentation required by the States of Florida and California; and

The Constituent Entities agree that the effective date (the "Effective Date") of the Certificate of Merger shall be the date filed with the Florida and California Secretary of State.

### **Section 2. Governing Law**

The Surviving Entity shall be governed by the laws of the State of California.

### **Section 3. Articles of Incorporation**

The articles of incorporation of FAPC shall be the articles of incorporation of the Surviving Entity from and after the Effective Date, subject to the right of the Surviving Entity to amend its articles of incorporation in accordance with the laws of the State of California.

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#### **Section 4. Cancellation of Membership Interests**

4.1 **Cancellation.** The mode of carrying the merger into effect and the manner and basis of cancelling the membership interests of Target are as follows:

(1) Each membership interest in Target ("Target Interests") which are issued and outstanding on the Effective Date shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled without consideration and no shares in FAPC shall be issued therefore.

(2) Each certificate evidencing ownership of shares of FAPC issued and outstanding on the Effective Date or held by FAPC in its treasury shall continue to evidence ownership of the same number of shares of FAPC.

4.2 **Exchange of Certificates.** As promptly as practicable after the Effective Date, each holder of an outstanding certificate or certificates theretofore representing membership interests of Target Interests shall surrender the same to the Secretary of FAPC ("Exchange Agent").

#### **Section 5. Management and Officers**

Until the election and qualification of their successors, the officers and directors of the Surviving Entity shall be the officers and directors of FAPC in office on the Effective Date. The elected officers of the Surviving Entity who shall continue in office at the pleasure of the directors of the Surviving Entity, shall be the elected officers of FAPC on the Effective Date.

#### **Section 6. Effect of the Merger**

On the Effective Date, the separate existence of Target shall cease (except insofar as continued by statute), and it shall be merged with and into the Surviving Entity. All the assets, rights, privileges, powers, immunities, purposes and property (real, personal, intellectual and mixed), of each of the Constituent Entities, and all debts due to either of them, shall be transferred to and vested in the Surviving Entity. The Surviving Entity shall thenceforth be responsible and liable for all the liabilities and obligations, of each of the Constituent Entities, and any claim or judgment against either of the Constituent Entities may be enforced against the Surviving Entity, without further act or deed.

#### **Section 7. Effect of the Merger on Intellectual Property**

The intellectual property referenced in Section 6 includes, but is not limited to, any software, copyrights, trade secrets, scripts, applications, reports, data files, data tracking, design materials, documentation, and information technology, and patents. Patents include, not only patents in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for the subject matter of the patents, and to any continuation, continuation-in-part, division, renewal, extension, substitute, re-examination or reissue. The transfer of intellectual

property from each Target to the Surviving Entity includes all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

#### **Section 8. Approval of Members, Shareholders and Directors**

This Agreement shall be submitted to the members, shareholders and directors of the Constituent Entities as provided by the applicable laws of the States of Florida and California at meetings called for that purpose or approved by unanimous written consents of such members, shareholders and directors. There shall be required for the adoption of this Agreement (1) as to Target, the affirmative vote of the holders of at least a majority of the membership interests issued and outstanding and entitled to vote; and (2) as to FAPC, the affirmative vote of the holders of at least a majority of the shares issued and outstanding and entitled to vote.

#### **Section 9. Representations and Warranties of Target**

Target represents and warrants that:

9.1 **Organization and Good Standing.** Target is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida, and is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

9.2 **Capitalization.** Target's issued and outstanding membership interests are fully paid and nonassessable. There are no options, warrants, or rights outstanding to purchase membership interests of Target Interests from Target.

9.3 **No violation.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of Target is subject or by which Target is bound.

9.4 **Authorization.** Execution of this Agreement has been duly authorized and approved by Target's members.

#### **Section 10. Representations and Warranties of FAPC**

FAPC represents and warrants that:

10.1 **Organization and Good Standing.** FAPC is a corporation duly organized, validly existing, and in good standing under the laws of the State of California and is qualified to do business as a foreign entity in each jurisdiction, if any, in which its property or business requires such qualification.

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10.2 **No violation.** Consummation of the merger will not constitute or result in a breach or default under any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, law, or regulation to which any property of FAPC is subject.

10.3 **Authorization.** Execution of this Agreement has been duly authorized and approved by FAPC's directors and shareholders.

#### **Section 11. Conditions Precedent to Obligation of Target**

Target's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by Target.

11.1 **FAPC's Covenants.** FAPC shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

11.2 **Member/Shareholder/Director Approval.** This Agreement shall have been adopted by the necessary vote of the members, directors and shareholders of the Constituent Entities as set forth in Section 8 hereof.

#### **Section 12. Conditions Precedent to Obligation of FAPC**

FAPC's obligation to consummate this merger shall be subject to fulfillment on or before the Effective Date of each of the following conditions, unless waived in writing by FAPC.

12.1 **Target's Covenants.** Target shall have performed all covenants required by this Agreement to be performed by it on or before the Effective Date.

12.1 **Member/Shareholder/Director Approval.** This Agreement shall have been adopted by the necessary vote of the members, directors and shareholders of the Constituent Entities as set forth in Section 8 hereof.

#### **Section 13. Nonsurvival of Representations and Warranties**

The representations and warranties set out in Sections 9 and 10 hereof shall not survive the Effective Date, and neither party hereto shall have any claim thereafter against the other party with respect hereto.

#### **Section 14. General Provisions**

14.1 **Further Assurances.** At any time, and from time, after the Effective Date, each party will execute such additional instruments and take such action as may be reasonably requested by the other party to confirm or perfect title to any asset or property (real, intellectual, personal, and mixed) transferred hereunder or otherwise to carry out the intent and purpose of this Agreement.

14.2 **Waiver.** Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

14.3 **Brokers.** Each party represents to the other party that no broker or finder has acted for it in connection with this Agreement and agrees to indemnify and hold harmless the other party against any fee, loss, or expense arising out of claims by brokers or finders employed or alleged to have been employed by it.

14.4 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given if delivered in person or set by prepaid first-class registered or certified mail, return receipt requested, as follows:

If to Target: Consumer Select Insurance of America, LLC  
1 First American Way  
Santa Ana, CA 92707

If to FAPC: First American Property & Casualty Insurance Agency, Inc.  
1 First American Way  
Santa Ana, CA 92707

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14.5 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

14.6 **Headings.** The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

14.7 **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

14.8 **Assignment.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns; provided, however, that any assignment by either party of its rights under this Agreement without the written consent of the other party shall be void.

14.9 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties to this Agreement pursuant to the approval and authority duly given by resolutions adopted by their respective members and shareholders have caused these presents to be executed by the authorized person of each party hereto as the respective act, deed and agreement of each of said entities effective as of the date and time first above written.

**"FAPC"**

First American Property & Casualty Insurance Agency, Inc.,  
a California corporation

By: Dirk R. McNamee  
Dirk Randal McNamee, President

By: James John Court  
James John Court, Secretary

**"Target"**

Consumer Select Insurance of America, LLC  
a Florida limited liability company

By: Dirk R. McNamee  
Dirk Randal McNamee, Manager

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