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TALLAHASSEE, FLORIDA

K. SALY
EXAMINER
DEC 18 2012

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Family Security Holdings, LLC
Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Brian Keefer, President and CEO

Contact Person

Family Security Holdings, LLC

Firm/Company

10510 Greensprings Drive

Address

Tampa, Florida 33626

City, State and Zip Code

bkeefer@familysecurityins.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Brian Keefer

Name of Contact Person

at (727)

424-6899

Area Code and Daytime Telephone Number



Certified copy (optional) \$30.00

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

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CLERK OF STATE
TALLAHASSEE, FLORIDA

**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>
<u>Family Security Holdings, LLC</u>	<u>Florida</u>	<u>limited liability co.</u>
<u>Family Security Holdings, LLC</u>	<u>Delaware</u>	<u>limited liability co.</u>
_____	_____	_____
_____	_____	_____

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>
<u>Family Security Holdings, LLC</u>	<u>Delaware</u>	<u>limited liability co.</u>

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.

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:

Date of filing of Certificate of Merger _____.

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:

Family Security Holdings, LLC _____

303 Park Avenue South _____

New York, NY 10019 _____

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:

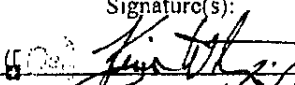
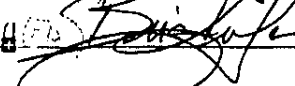
Street address: 10510 Greensprings Drive _____

Tampa, Florida 33626 _____

Mailing address: same as above _____

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:
Family Security Holdings, LLC (F.S.H.)		Kimo Winterbottom
Family Security Holdings, LLC (F.S.H.)		Brian Keefer

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

Fees:

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

Certified Copy (optional): \$30.00

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER made as of September 4, 2012, by and between Family Security Holdings, LLC, a Florida limited liability company (the "**Florida Company**"), and Family Security Holdings, LLC, a Delaware limited liability company (the "**Delaware Company**"). The Florida Company and the Delaware Company are sometimes referred to herein as the "**Constituent Entities**".

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Preliminary Statement

The Board of Managers and members of the Delaware Company and the managers and members of the Florida Company have each determined that it is advisable and in the best interest of both of the Constituent Entities for the Florida Company to merge with and into the Delaware Company upon the terms and conditions set forth herein and in accordance with Section 608.438 of Chapter 608 of the Florida Statutes (the "**FL Merger Statute**") and Section 18-209 of the Delaware Limited Liability Company Act (the "**DE Merger Statute**").

NOW, THEREFORE, the Florida Company and the Delaware Company hereby agree as follows:

1. The Merger.

1.1 The Merger. In accordance with the provisions of (a) this Agreement and Plan of Merger, (b) the FL Merger Statute, and (c) the DE Merger Statute at the Effective Time (as hereafter defined), the Florida Company shall be merged with and into the Delaware Company, the separate existence of the Florida Company shall thereupon cease, and the Delaware Company shall continue to exist and shall be the surviving entity (sometimes referred to herein as the "**Surviving Company**") in the merger (the "**Merger**").

1.2 Effective Time of the Merger. The Merger shall become effective as of the date of the filing of the Florida Certificate of Merger (the "**Effective Time**") as specified in the Florida Certificate of Merger, in the form of Exhibit A attached hereto (the "**Florida Certificate of Merger**") to be filed with the Secretary of State of the State of Florida as required by law, and the Delaware Certificate of Merger, in the form of Exhibit B attached hereto (the "**Delaware Certificate of Merger**") to be filed with the Secretary of State of the State of Delaware as required by law.

1.3 Effect of the Merger on Outstanding Interests. Upon the effectiveness of the Merger, each membership interest of the Florida Company ("**Membership Interests**") shall be converted into 410,200 fully-paid Class A Common Units, of the Surviving Company ("**Class A Common Units**") by virtue of the Merger and without any action on the part of the holder thereof.

1.4 Effect of the Merger. On and after the Effective Time, the Surviving Company shall possess all of the estate, property, rights, privileges, powers and franchises of

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both of the Constituent Entities; and all of the property, real, personal and mixed, and all the debts or other liabilities due on whatever account to both of the Constituent Entities, as well as all other choses in action belonging to each of the Constituent Entities, shall be transferred to and vested in the Surviving Company without further act or deed, and all claims, demands, property and other interest shall be the property of the Surviving Company, and the title to all property vested in each of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger, but shall be vested in the Surviving Company; and all rights of creditors of each of the Constituent Entities shall not in any manner be impaired, nor shall any liability or obligations, including taxes due or to become due, or any claims or demand in any cause existing against any of the Constituent Entities, or directors, managers, trustees or officers thereof, be released or impaired by the Merger; and the Surviving Company shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the Constituent Entities in the same manner and to the same extent as if the Surviving Company had itself incurred such liabilities or obligations.

2. The Surviving Company.

2.1 Name. The name of the Surviving Company, upon effectiveness of the Merger, shall be Family Security Holdings, LLC.

2.2 Purposes. The purposes of the Surviving Company shall be the purposes of the Delaware Company as set forth in the Certificate of Formation of the Delaware Company.

2.3 Certificate of Formation. The Certificate of Formation of the Delaware Company shall be the Certificate of Formation of the Surviving Company. The Certificate of Formation of the Surviving Company thereafter may be amended and/or restated in accordance with its terms and as provided by law.

2.4 Limited Liability Company Agreement. The Limited Liability Company Agreement of the Delaware Company (the "**LLC Agreement**") as in effect on the Effective Time shall be the LLC Agreement of the Surviving Company.

2.5 Managers and Officers. The managers and officers of the Delaware Company as of the Effective Time shall be the managers and officers of the Surviving Company, each to hold office in accordance with the LLC Agreement.

3. General.

3.1 Abandonment. At any time before the effectiveness of the Merger, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Managers of the Delaware Company and the managers and members of the Florida Company.

3.2 Governing Law. This Agreement and Plan of Merger shall in all respects be construed, interpreted, and enforced in accordance with and governed by (a) with respect to

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matters relating to the FL Merger Statute, the laws of the State of Florida, and (b) with respect to matters relating to the DE Merger Statute, the laws of the State of Delaware.

3.3 Amendment. This Agreement and Plan of Merger may be amended or modified only by a writing signed by both the Delaware Company and the Florida Company.

3.4 Counterparts. This Agreement and Plan of Merger may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the day and year first above written.

FLORIDA COMPANY:

FAMILY SECURITY HOLDINGS, LLC,
a Florida limited liability company

By:  9/5/12

Name: Brian Keefer

Title: Managing Member, President & CEO

DELAWARE COMPANY:

FAMILY SECURITY HOLDINGS, LLC,
a Delaware limited liability company

By:  9-5-12

Name: Gary "Kimo" Winterbottom

Title: Chairman of the Board