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MERGER OR SHARE EXCHANGE

FRANK P. GALLUZZO INSURANCE, INC.

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**ARTICLES OF MERGER OF  
ED MAINA INSURANCE, INC. AND  
FRANK P. GALLUZZO INSURANCE, INC.**

Pursuant to the provisions of Section 607.1105, Florida Statutes, the following Articles of Merger are adopted:

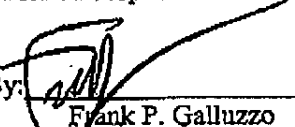
1. Ed Maina Insurance, Inc., a Florida corporation ("EMI"), shall be merged with and into Frank P. Galluzzo Insurance, Inc., a Florida corporation ("FPGI"), which shall be the surviving corporation (the "Merger").
2. The Plan and Agreement of Merger dated as of January 1, 2007 pursuant to which EMI shall be merged with and into FPGI, was adopted by the sole Shareholder of EMI by unanimous written consent adopted on January 8, 2007, and by the sole Shareholder of FPGI by unanimous written consent adopted January 8, 2007. The Plan and Agreement of Merger is attached as Exhibit "A" hereto and incorporated herein by reference as if fully set forth.
3. Under the Plan and Agreement of Merger, all issued and outstanding shares of capital stock of EMI will be converted into shares of capital stock of FPGI.
4. The Merger shall become effective as of 12:01 a.m. on January 1, 2007.

IN WITNESS WHEREOF, these Articles of Merger have been executed on behalf of EMI and FPGI on January 8, 2007.

Ed Maina Insurance, Inc.,  
a Florida corporation

By:   
Frank P. Galluzzo

Frank P. Galluzzo Insurance, Inc.  
a Florida corporation

By:   
Frank P. Galluzzo

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**PLAN AND AGREEMENT OF MERGER**

**PLAN AND AGREEMENT OF MERGER** between Ed Maina Insurance, Inc., a Florida corporation (hereinafter called "EMI") and Frank P. Galluzzo Insurance, Inc., a Florida corporation (hereinafter called "FPGI" or the "Surviving Corporation"), pursuant to which EMI will merge into FPGI.

**WITNESSETH:**

WHEREAS, EMI is a Florida corporation, organized and existing under and by virtue of the law of the State of Florida, and carries on and conducts its business principally in the City of Coral Springs, County of Broward, State of Florida;

WHEREAS, the authorized capital stock of EMI is 1,000 \$1.00 par value shares, of which 1,000 are issued and outstanding;

WHEREAS, FPGI is a Florida corporation organized and existing under and by virtue of the laws of the State of Florida and carries on and conducts its business principally in the City of Coral Springs, County of Broward, State of Florida;

WHEREAS, the authorized capital stock of FPGI is 1000 \$0.01 par value shares, of which 100 shares are issued and outstanding;

WHEREAS, EMI and FPGI have some common officers and Directors, the business of EMI and the proposed business of FPGI are very similar and would complement each other, and the Board of Directors of EMI and the Board of Directors of FPGI have by unanimous consent approved this Plan and Agreement of Merger and each deem it advisable and to the advantage and for the benefit of both EMI and FPGI and their respective shareholder, Frank P. Galluzzo, for EMI to merge with and into FPGI, the Surviving Corporation, in accordance with the terms and conditions set forth in this Plan and Agreement of Merger.

NOW, THEREFORE, in consideration of the premises, it is the plan that upon compliance with applicable Florida law, EMI shall be merged with and into FPGI, the Surviving corporation, effective January 1, 2007 (the "Effective Date"), or as soon thereafter as may be practicable, pursuant to and in accordance with said laws of the State of Florida, which laws permit the merger herein contemplated, and that the terms and conditions of this merger, as well as the manner of converting the shares of EMI into shares of FPGI, the Surviving Corporation, and such other details and provisions as are deemed necessary, are as follows:

**ARTICLE I**

As of the Effective Date, EMI shall be merged with and into FPGI, and EMI and FPGI shall be a single corporation, which shall be FPGI, the Surviving Corporation, and

the separate existence of EMI shall cease. The Surviving Corporation shall have all the rights, privileges, immunities and franchises, public or private of EMI, and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choses in action. All interests of or belonging to or due to EMI and the Surviving Corporation shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed. The title to any real estate, or any interest therein, vested in EMI or the Surviving Corporation shall not revert or be in any way impaired because of the merger. The Surviving Corporation shall thenceforth be responsible and liable for all liabilities and obligations of EMI. A claim existing or action or proceeding pending by or against EMI may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place. The rights of creditors and any lien upon the property of EMI shall not be impaired by the merger.

## ARTICLE II

Article 4 of the Articles of Incorporation of FPGI is amended to read as follows:

"4. The total number of shares of stock which the corporation shall have authority to issue is 2,000 shares; all shares shall be \$0.01 par value."

## ARTICLE III

The officers and directors of FPGI as of the Effective Date shall be the officers and directors of the Surviving Corporation. The bylaws of FPGI adopted and in effect on the Effective Date shall be the bylaws of the Surviving Corporation and shall continue in full force and effect until changed or amended as therein provided.

## ARTICLE IV

All books and other records of EMI and FPGI shall, to the extent deemed necessary by the Board of Directors of the Surviving Corporation, for the correct and convenient transaction of the Surviving Corporation's business, be continued and used as the books and/or records of the Surviving Corporation, but appropriate entries shall be made therein to reflect the results of this merger.

## ARTICLE V

The mode of carrying the merger into effect and the manner of converting shares of EMI into shares of FPGI, the Surviving Corporation, shall be as follows:

- (a) Upon the Effective Date of the merger, each share of the issued and outstanding common stock, no par value of EMI, shall by virtue of the merger and without any further action on the part of the holder thereof, be converted into one share of the capital stock, no par value, of FPGI. The sole shareholder of EMI, upon surrender of certificates

for stock of EMI, shall receive in exchange therefore a new certificate evidencing its ownership of capital stock of FPGI in a like amount.

#### ARTICLE VI

The Board of Directors of the Surviving Corporation shall, and it hereby is authorized, empowered and directed to do any and all acts and things and to make, execute, deliver and file any and all instruments, papers or documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Plan and Agreement of Merger.

#### ARTICLE VII

If, at any time, the Surviving Corporation shall deem or be advised that any other or further assignments, deeds, assurances, declarations, instruments, papers, documents or things are necessary, proper or convenient, to vest in it any property, rights, powers, privileges, benefits, appointments, designations, nominations and/or interests of the parties hereto or any of them, the parties hereto and each of them and their respective proper officers and directors shall make, execute and deliver any and all such assignments, deeds, assurances, declarations, instruments, papers, and/or documents and shall do any and all acts and things which may be or become necessary, proper or convenient to vest in the Surviving Corporation, all such rights, properties, powers, privileges, benefits, appointments, designations, nominations or interests, and/or otherwise, to carry out and put into effect the Plan and Agreement of Merger.

#### ARTICLE VIII

This Plan and Agreement of Merger is subject to approval of the sole Stockholder of FPGI and EMI in accordance with the applicable provisions of Florida law. However, anything contained herein to the contrary notwithstanding, this Plan and Agreement of Merger may be abandoned at any time prior to the Effective Date hereof by action of the Board of Directors of FPGI notwithstanding approval of the Plan and Agreement of Merger by the sole Stockholder of EMI and FPGI. In the event of such termination and abandonment, this Plan and Agreement of Merger shall become void and have no effect, without any liability on the part of either corporation or the stockholder or directors or officers thereof. The Boards of Directors of EMI and FPGI may make such amendments or changes to this Plan and Agreement of Merger as they shall mutually agree, provided that any such amendment or change shall not materially adversely affect Frank P. Galluzzo.

#### ARTICLE IX

This merger shall become effective if not previously abandoned as aforesaid, upon the date on which this Plan and Agreement of Merger shall have been duly filed with the Florida Department of State, or upon such other date as the Board of Directors of FPGI shall determine in accordance with applicable law.

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been approved by the Board of Directors of BMI and by the Board of Directors of FPGI this January 8, 2007, and executed by the authorized officer of each corporation, thereunto duly authorized.

ED MAINA INSURANCE, INC.

By: 

Frank P. Galluzzo

FRANK P. GALLUZZO INSURANCE, INC.

By: 

Frank P. Galluzzo