

Dec. 31, 2008 11:54AM
DIVISION OF CORPORATIONS

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Account Name : LEO J. SALVATORI
Account Number : I20030000112
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MERGER OR SHARE EXCHANGE

Gulf Coast Insurance, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	08
Estimated Charge	\$102.50

51/20.00

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**CERTIFICATE OF MERGER
OF
PLATINUM COAST INSURANCE AGENCY, LLC, AND
GULF COAST INSURANCE GROUP, LLC, INTO
GULF COAST INSURANCE, INC.**

Pursuant to §608.4382 of the Florida Limited Liability Company Act and §607.1109 of the Florida Business Corporation Act, Platinum Coast Insurance Agency, LLC, a Florida Limited Liability Company ("Platinum Coast") and Gulf Coast Insurance Group, LLC, a Florida Limited Liability Company ("Gulf Coast"), jointly and severally adopt the following Certificate of Merger for the purpose of merging Platinum Coast with and into Gulf Coast (the "Merger").

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Platinum Coast Insurance Agency, LLC Florida Document/Registration Number: L06000064793	Florida	Limited Liability Company FEI Number: 16-1765772
Gulf Coast Insurance Group, LLC Florida Document/Registration Number: L05000031153	Florida	Limited Liability Company FEI Number: 01-0832139

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

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Gulf Coast Insurance, Inc. Florida Document/Registration Number: P00000074911	Florida	Corporation FEI Number: 59-3664838

THIRD: The attached Agreement and Plan of Merger was adopted by the unanimous written consent of all of the Managing Members of:

- A. Gulf Coast Insurance Group, LLC; and
- B. Platinum Coast Insurance Agency, LLC

all in accordance with the applicable provisions of Chapter 608 of the Florida Statutes. The Agreement and Plan of Merger is attached hereto as Exhibit "A." The vote for approval of the Merger was in excess of the amount required under §608.4381 of the Florida Statutes. There were no dissenting Members.

FOURTH: The attached Agreement and Plan of Merger was adopted by the unanimous written consent of the sole Shareholder and Director of Gulf Coast Insurance, Inc., all in accordance with the applicable provisions of Chapter 607 of the Florida Statutes, the Florida Business Corporation Act. The vote for approval was in excess of the amount required under §607.1103 of the Florida Statutes. There were no dissenting Shareholders.

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FIFTH: All entities that are party to the Merger were formed, organized or incorporated under the laws of the State of Florida.

SIXTH: The merger shall take effect as of December 31, 2008, the date this Certificate of Merger was faxed to the Florida Department of State for filing, together with evidence of their adoption as required by law.

SEVENTH: The undersigned have been delegated by their respective entities the requisite authority to execute and file this Certificate of Merger and Agreement and Plan of Merger on behalf of the merging parties and the surviving party.

EIGHTH: The surviving party is a For Profit Corporation that is formed and currently active under the laws of the State of Florida and is qualified to transact business in the State of Florida.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on behalf of the parties hereto as of the 31st day of December, 2008.

MERGING PARTIES

PLATINUM COAST INSURANCE AGENCY, LLC, a Florida limited liability company

By: Albert Doria, Jr.
Printed Name: Albert Doria, Jr.
Its: Managing Member

By: Mario Doria
Printed Name: Mario Doria
Its: Managing Member

By: Veronica Doria
Printed Name: Veronica Doria
Its: Managing Member

By: Albert Doria
Printed Name: Albert Doria
Its: Managing Member

GULF COAST INSURANCE GROUP, LLC, a Florida limited liability company

By: Albert Doria, Jr.
Printed Name: Albert Doria, Jr.
Its: Managing Member

By: Mario Doria
Printed Name: Mario Doria
Its: Managing Member

By: Veronica Doria
Printed Name: Veronica Doria
Its: Managing Member

By: Albert Doria
Printed Name: Albert Doria
Its: Managing Member

SURVIVING PARTY

GULF COAST INSURANCE, INC., a Florida For Profit Corporation

By: Albert Doria, Jr.
Printed Name: Albert Doria, Jr.
Its: Sole Shareholder/Director/President

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**AGREEMENT AND PLAN OF MERGER
AMONG
GULF COAST INSURANCE GROUP, LLC AND
PLATINUM COAST INSURANCE AGENCY, LLC
INTO
GULF COAST INSURANCE, INC.**

This Agreement and Plan of Merger are adopted pursuant to the relevant provisions of §608.438 of the Florida Limited Liability Company Act and §§607.1101 and 607.1103 of the Florida Business Corporation Act.

This Agreement and Plan of Merger ("Agreement") made as of the 31st day of December, 2008 by and between Platinum Coast Insurance Agency, LLC, a Florida Limited Liability Company ("Platinum Coast"), having its principal office at 11338 Bonita Beach Road, Suite 105, Bonita Springs, Florida, Gulf Coast Insurance Group, LLC, a Florida Limited Liability Company ("Group"), having its principal office and mailing address at 7795 Davis Blvd., Suite 205, Naples, Florida, and Gulf Coast Insurance, Inc., a Florida for-profit Corporation ("GCI"), having its principal office and mailing address at 7795 Davis Blvd., Suite 205.

RECITALS

WHEREAS, both Platinum Coast and Group are managed by their respective members;

WHEREAS, all of the Members of Platinum Coast and Group have waived notice of special meetings of their respective companies as permitted by Florida law in order to review this Plan of Merger and consider whether it is in the best interest of the respective companies to consolidate operations and minimize administrative expenses in a transaction described in §368(a)(1)(A) of the Internal Revenue Code of 1986, as amended;

WHEREAS, Platinum Coast, Group and GCI each have elected to be treated as Subchapter S corporations for federal income tax purposes;

WHEREAS, the Members of Platinum Coast, by unanimous written consent deem it desirable and in the best interests of Platinum Coast and its Members to enter into and approve this Agreement;

WHEREAS, the Members of Platinum Coast have unanimously approved this Agreement and Plan of Merger as of the Effective Date as evidenced by their signatures to this Agreement and to the unanimous written consents filed in the minutes of Platinum Coast;

WHEREAS, the Members of Group by unanimous written consent deem it desirable and in the best interests of Group and its Members to enter into and approve this Agreement; and

WHEREAS, the Members of Group have approved this Agreement and Plan of Merger by unanimous written consent as of the Effective Date as evidenced by their signatures to this Agreement and the unanimous written consent filed in the minutes of Group.

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WHEREAS, the sole Shareholder and Director of GCI, by unanimous written consent deems it desirable and in the best interests of GCI and its Shareholder to enter into and approve this Agreement;

WHEREAS, the sole Shareholder and Director of GCI have unanimously approved this Agreement and Plan of Merger as of the Effective Date as evidenced by his signature to this Agreement and to the unanimous written consents filed in the minutes of GCI;

Now, Therefore, in consideration of the foregoing premises and in consideration of the mutual covenants and promises of the parties hereto, Platinum Coast, Group and GCI agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference as though fully stated herein.

2. **Name of Merging Limited Liability Companies.** The exact name, form/entity type, and jurisdiction for each merging Limited Liability Company are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Platinum Coast Insurance Agency, LLC	Florida	Limited Liability Company
Gulf Coast Insurance Group, LLC	Florida	Limited Liability Company

3. **Name of Surviving Corporation.** The exact name, form/entity type, and jurisdiction of the surviving Corporation are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
Gulf Coast Insurance, Inc.	Florida	Corporation

4. **Merger of the Companies.** In accordance with and pursuant to the §608.438 of the Florida Limited Liability Company Act and §607.1108 of the Florida Business Corporation Act, the Parties shall file a Certificate of Merger whereby Platinum Coast and Group shall be merged into GCI. The surviving Corporation shall be GCI. The parties agree to prescribe the terms and conditions of such merger, the method of carrying it into effect, and the manner of converting the member interests of Platinum Coast and Group into shares or other securities of GCI as hereinafter set forth.

5. **Member Interests to be Merged.**

5.1 The total number of member interests which Platinum Coast is authorized to issue is One Hundred (100) member interests. One Hundred (100) member interests of the authorized member interests are issued and outstanding.

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5.2 The total number of member interests which Group is authorized to issue is One Thousand (1,000) member interests. One Thousand (1,000) member interests of the authorized member interests are issued and outstanding.

5.3 The total number of shares which GCI is authorized to issue is Five Hundred (500) shares. Five Hundred (500) shares of the authorized shares of stock in GCI are issued and outstanding.

5.4 The identity of Members and their relative percentage ownership of the Merging Parties Platinum Coast and Group, prior to the merger are as follows.

<u>Platinum Coast (Pre merger)</u>	<u>Member interests</u>	<u>Percent</u>
Albert Doria, Sr.	25	25%
Veronica Doria	25	25%
Albert Doria, Jr.	25	25%
Mario Doria	25	25%
<u>Group (Pre merger)</u>	<u>Member interests</u>	<u>Percent</u>
Albert Doria, Sr.	333 ⅓	25%
Veronica Doria	333 ⅓	25%
Albert Doria, Jr.	333 ⅓	25%
Mario Doria	333 ⅓	25%

5.5 The identity of Shareholders and their relative percentage ownership of the Surviving Party, GCI, prior to the merger are as follows.

<u>GCI (Pre merger)</u>	<u>Shares of Stock</u>	<u>Percent</u>
Albert Doria, Jr.	500	100%

6. Method of Converting Member Interests. On the Effective Date, without any additional action on the part of the parties hereto, the following holders of the issued and outstanding member interests of Platinum Coast and Group shall receive the following stated shares of GCI in exchange for their respective member interests of Platinum Coast and Group that they hold prior to the merger. The member interests of Platinum Coast and Group following an exchange shall be canceled without payment of any additional consideration and without conversion.

<u>GCI (Post merger)</u>	<u>Shares of Stock</u>	<u>Percent</u>
Albert Doria, Sr.	275	55%
Veronica Doria	75	15%
Albert Doria, Jr.	75	15%
Mario Doria	75	15%

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7. **GCI to be Surviving Corporation.**

7.1 Platinum Coast and Group shall be merged into GCI and the existence of Platinum Coast and Group as limited liability companies shall cease. GCI shall become the owner, without other transfer, of all the rights and property of Platinum Coast and Group subject to all debts and liabilities of Platinum Coast and Group in the same manner as if GCI had itself incurred the debts and liabilities.

7.2 Platinum Coast and Group shall cease business activities in Florida but shall consent to the service of process for matters related to its business activities in Florida prior to the merger.

8. **Merger Permitted Under the Laws of Florida.** This merger is permitted under the relevant provisions of the Florida Limited Liability Company Act and the Florida Business Corporation Act.

9. **Effective Date of Merger.** The merger shall take effect as of December 31, 2008, the date the Certificate of Merger is faxed to the Florida Department of State for filing, together with evidence of their adoption as required by law ("Effective Date"). A copy of the proposed Certificate of Merger is attached hereto as Exhibit A.

10. **Principal Office.** The principal office of GCI shall remain the principal office of the Surviving Corporation following this merger.

11. **Names and Addresses of the Directors.** The names and addresses of the persons who shall constitute the Directors of GCI, and who shall hold office until the next annual meeting of the Directors of GCI, following the merger, are as follows:

<u>Shareholders/Directors</u>	<u>Address</u>
Albert Doria, Sr.	7795 Davis Blvd., Ste 205 Naples, FL 34104
Veronica Doria	7795 Davis Blvd., Ste 205 Naples, FL 34104
Albert Doria, Jr.	7795 Davis Blvd., Ste 205 Naples, FL 34104
Mario Doria	7795 Davis Blvd., Ste 205 Naples, FL 34104

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12. **No Distributions Prior to Merger.** Until this Agreement becomes effective or is abandoned, Platinum, Group and GCI may not pay dividends on their member or shareholder interests.

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13. **Extraordinary Transactions.** None of the entities shall, prior to the Effective Date, engage in any activity nor transaction other than in the ordinary course of business, except as contemplated by this Agreement.

14. **Submission to Members: Effective Date.** This Agreement has been submitted to the Members and Shareholders of the respective companies and corporation in the manner provided under applicable Florida law. The signatures of the undersigned Members of each such Company and Shareholders of the Corporation representing a majority of the total number of member and shareholder interests are in favor of the adoption of this Agreement, this Agreement shall be come effective on the date set forth above.

15. **Abandonment of Merger.** If the Members of Platinum Coast and/or Group or the Shareholders of GCI should determine, either before or after the meeting of the Members/Shareholders of their respective Companies/Corporation called to vote on the adoption or rejection of this Agreement, that for any legal, financial, economic, or business reason deemed sufficient by such Board it is not in the interest of the Company/Corporation it represents or the Members/Shareholders of such Company/Corporation, or is otherwise inadvisable or impractical to consummate the merger by directing the Members/Shareholders of the Company/Corporation to refrain from executing this Agreement, and thereupon this Agreement shall be void and of no effect.

16. **Articles of Incorporation.** The Articles of Incorporation following the merger shall be the Articles of Incorporation of GCI as filed in Florida.

17. **Bylaws.** The present Bylaws of GCI, insofar as not inconsistent with this Agreement, shall be the Bylaws of the Corporation following the merger until altered, amended, or repealed as therein provided.

18. **Tax-Free Reorganization.** The Merger is intended to be a tax-free plan of reorganization within the meaning of Section 368(a)(1)(A) of the Code.

19. **Expenses of Merger.** The Surviving Corporation shall pay all expenses incurred for the purpose of bringing both this Agreement and the merger herein described into effect.

20. **Governing Law.** All rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflicts of laws.

21. **Counterparts.** In order to facilitate filing and recording processes, this Agreement, may be executed in any number of counterparts, each of which shall be deemed to be an original.

SIGNATURE PAGE TO FOLLOW

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In Witness Whereof, the undersigned constituting all of the Members of Platinum Coast and of Group and all of the Shareholders of GCI, have executed this Agreement under their respective seals on the day and year first above written.

MERGING PARTIES

PLATINUM COAST INSURANCE AGENCY, LLC, a Florida limited liability company

By: Albert Doria, Jr.
Printed Name: Albert Doria, Jr.
Its: Managing Member

By: Mario Doria
Printed Name: Mario Doria
Its: Managing Member

By: Veronica Doria
Printed Name: Veronica Doria
Its: Managing Member

By: Albert Doria
Printed Name: Albert Doria
Its: Managing Member

GULF COAST INSURANCE GROUP, LLC, a Florida limited liability company

By: Albert Doria, Jr.
Printed Name: Albert Doria, Jr.
Its: Managing Member

By: Mario Doria
Printed Name: Mario Doria
Its: Managing Member

By: Veronica Doria
Printed Name: Veronica Doria
Its: Managing Member

By: Albert Doria
Printed Name: Albert Doria
Its: Managing Member

SURVIVING PARTY

GULF COAST INSURANCE, INC., a Florida For Profit Corporation

By: Albert Doria, Jr.
Printed Name: Albert Doria, Jr.
Its: Sole Shareholder/Director/President

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