
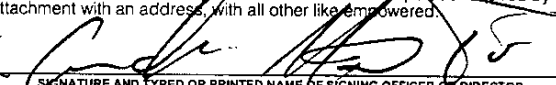


2006 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jul 11, 2006 8:00 am
Secretary of State

07-11-2006 90026 020 ***150.00

DOCUMENT # P05000035163 1. Entity Name MESSINA AND ZIEGLER, INC.					
Principal Place of Business 127 HARBOR BLVD SUITE 7-A DESTIN, FL 32541			Mailing Address 127 HARBOR BLVD SUITE 7-A DESTIN, FL 32541		
2. Principal Place of Business Suite, Apt. #, etc. City & State Zip Country			3. Mailing Address Suite, Apt. #, etc. City & State Zip Country		
4. FEI Number 20-2794746			Applied For <input type="checkbox"/> Not Applicable		
5. Certificate of Status Desired <input type="checkbox"/>			\$8.75 Additional Fee Required		
6. Name and Address of Current Registered Agent MESSINA, ANDREW JR 127 HARBOR BLVD SUITE 7-A DESTIN, FL 32541				7. Name and Address of New Registered Agent Name Street Address (P.O. Box Number is Not Acceptable) City FL Zip Code	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent. SIGNATURE _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating) DATE</small>					
FILE NOW!!! FEE IS \$150.00 <small>May 4, 2006 Fee will be \$150.00</small>		9. Election Campaign Financing <input type="checkbox"/> \$5.00 May Be <small>Trust Fund Contribution Added to Fee</small>			
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11		
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D <input type="checkbox"/> Delete MESSINA, ANDREW JR 127 HARBOR BLVD SUITE 7-A DESTIN, FL 32541		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	D <input checked="" type="checkbox"/> Delete ZIEGLER, JOEY A 127 HARBOR BLVD SUITE 7-A DESTIN, FL 32541		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Delete		TITLE NAME STREET ADDRESS CITY-ST-ZIP	<input type="checkbox"/> Change <input type="checkbox"/> Addition	
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.					
SIGNATURE 			4/28/06 Date Daytime Phone #		

ATTACHMENT 40098716
#P05000035163



Advantage Title Services
127 Harbor Blvd., Suite 7-A
Destin, FL 32541
(850)654-0522
Fax (850)654-3122

To Whom It May Concern:

I mailed my corporation papers to the Po box given by FDOC in April. The mail may have delayed it and I have received my check back on June 30th. I do not know what happened but my Title company is struggling in this slow market and the 400 dollar penalty would really hurt me. I called and spoke with Gary and he suggested I write this letter for review. I ask that whoever reads this and makes the decision considers my request to waive the fee and accept my original check please.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Messina".

Drew Messina
Owner

ATTACHMENT

40098716

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STOCK SALE AGREEMENT

Date:

4/19/06

THIS AGREEMENT by and between Joey Ziegler, Seller, and Messina and Ziegler, Inc., Purchaser,

WITNESSETH

SECTION 1. SALE OF STOCK

The Seller hereby sells to the Purchaser, and the Purchaser hereby purchases from the Seller, 500 shares of the common stock of MESSINA AND ZIEGLER, INC., D/B/A ADVANTAGE TITLE SERVICES, a Florida Corporation.

SECTION 2. PURCHASE PRICE

The purchase price for the shares of stock of the Corporation being sold under this Agreement is the amount of One Dollar (\$1.00) receipt of which is acknowledged by the Seller.

SECTION 3. ASSIGNMENT OF STOCK

The Purchaser acknowledges receipt of an Assignment of Stock signed by the Seller transferring the shares of stock of the Corporation being sold under this agreement to the Purchaser.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF SELLER

The seller represents and warrants to the Purchaser that the Seller is the sole owner of the shares of stock of the Corporation being sold under this Agreement, free and clear of all encumbrances, and, subject to the consent of the other shareholders as provided in this Agreement, has a god right to sell and transfer such shares to the Purchaser.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser warrants and represents to the Seller that:

5.1 *Investment Intent.* The Purchaser is purchasing the shares of stock of the Corporation being sold under this Agreement for investment and not with a view to distribution.

5.2 *Registration.* The Purchaser understands that the shares of stock of the Corporation being sold under this Agreement have not been registered under the Securities Act of 1933 or applicable state securities laws in reliance upon exemptions from registration. The Purchaser also understands that the stock of the Corporation must be held indefinitely, unless it is later registered under the Securities Act of 1933 and applicable state securities laws, or unless exemptions from registration are otherwise available, and that the Corporation has no obligation to register its stock.

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5.3 *Limitations on Transfer.* The Purchaser agrees that the shares of stock of the Corporation being sold under this Agreement will not be offered, sold, transferred, pledged or otherwise disposed of without registration under the Securities Act of 1933 and applicable state securities laws, or an opinion of counsel acceptable to the Corporation that such registration is not required.

5.4 *Limited Reliance on Seller.* The Purchaser is an existing shareholder of the Corporation, is also a director and officer of the Corporation, and has access to complete information about the Corporation's financial condition and structure. The Seller has not made any representations or warranties concerning any aspect of the Corporation's existence, operation, financial condition, organization or structure that are being relied upon by the Purchaser in connection with this sale.

SECTION 6. SURVIVAL OF WARRANTIES AND REPRESENTATIONS

All warranties and representations made in this Agreement will survive the closing of this sale.

SECTION 7. BUY-SELL AGREEMENT

The Purchaser acknowledges that the Corporation and its shareholders are parties to a Buy-Sell Agreement dated April 14, 2006; that the Purchaser is familiar with the terms and provisions of the Buy-Sell Agreement; and that the shares of stock of the Corporation being purchased under this Agreement are subject to the Buy-Sell Agreement.

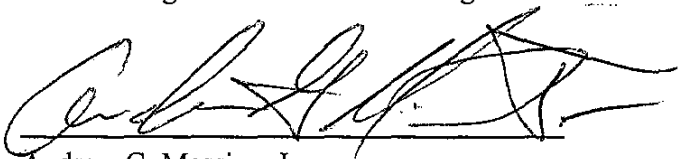
SECTION 8. CONSENT OF OTHER SHAREHOLDERS

The Other Shareholders, who are all the shareholders of the Corporation other than the Seller, hereby consent to the sale by the Seller of shares of the common stock of the Corporation to the Purchaser as provided in this Agreement, and specifically agree that such sale will be a permitted transfer under the terms of Section _____ of the Buy-Sell Agreement dated April 14, 2006, between the Corporation and its shareholders.

SECTION 9. ENTIRE AGREEMENT

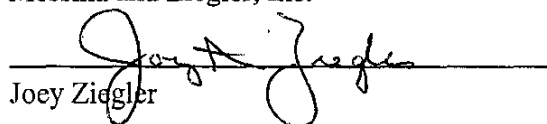
This Agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by all parties.

BUYER



Andrew G. Messina, Jr.
Messina and Ziegler, Inc.

SELLER



Joey Ziegler

ATTACHMENT

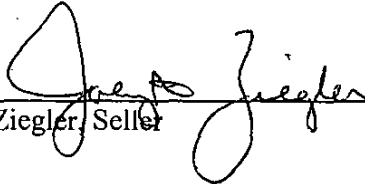
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ASSIGNMENT OF STOCK

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the undersigned hereby assigns, transfers and conveys to Messina and Ziegler, Inc., all of the right, title and interest of the undersigned in and to 100% of the shares of the common stock of MESSINA AND ZIEGLER, INC., D/B/A ADVANTAGE TITLE SERVICES, a Florida Corporation, represented by Certificate Number 0 and hereby irrevocably appoints Richard Johnson as Attorney-in-Fact to transfer the stock on the books of MESSINA AND ZIEGLER, INC., D/B/A ADVANTAGE TITLE SERVICES, with full power of substitution in the premises.

Dated: 4/19/06


Joey Ziegler, Seller