

P950000 50218

Sheldon P. Davis

ATTORNEY AT LAW

MEMBER
FLORIDA BAR
PENNSYLVANIA BAR

SUITE 820
SUN BANK BUILDING
P.O. BOX 737
TALLAHASSEE, FLORIDA 32301

TEL: (813) 229-7292
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June 22, 1995

Corporate Records Bureau
Division of Corporations
Department of State
409 East Gains Street
Tallahassee, Florida 32399

Re: Filing of Articles of Incorporation
A-OK INSURANCE INC.

300001523613
-06/27/95--01007--005
*****70.00 *****70.00

Gentlemen:

Enclosed herewith for filing is an original and a copy of the Articles of Incorporation and Designation of Registered Agent of A-OK Insurance Inc., a new corporation.

Also enclosed is a check in the amount of \$70.00 to cover the filing fee for a corporation and registered agent designation.

If any further information is required, please advise.

Sincerely yours,

Sheldon P. Davis

Sheldon P. Davis

SPD:kcr
Enclosures

F. CHESSEY JUN 28 1995

**ARTICLES OF INCORPORATION
OF
A-OK INSURANCE INC.**

The undersigned incorporator hereby executes and acknowledges these Articles of Incorporation for the purpose of forming a corporation for profit in accordance with the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation shall be: **A-OK INSURANCE INC.**

ARTICLE II

Principal Office

The principal office of this corporation is located at 315 East Madison Street, Suite 920, Tampa, Florida 33602

ARTICLE III

Capital Stock

The aggregate number of shares of capital stock authorized to be issued by this corporation shall be 1,000 shares of voting common stock.

ARTICLE IV

Registered Office and Registered Agent

The initial registered office of this corporation shall located be at 315 East Madison Street, Suite 920, Tampa, Florida 33602; and the initial registered agent of this corporation shall be Sheldon P. Davis, Esquire.

FILED
JUN 27 PM 1:55
TAMPA
FLORIDA
SECRETARY OF STATE

ARTICLE V

Board of Directors

The Board of Directors of this corporation shall consist of not less than one (1) member, the exact number of directors to be fixed from time to time by the stockholders or the by-laws.

ARTICLE VI

Incorporator

The name and address of the incorporator making these Articles of Incorporation is: Sheldon P. Davis, Esquire, 315 East Madison Street, Suite 920, Tampa, Florida 33602.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles for uses and purposes therein stated.

Sheldon P. Davis
INCORPORATOR

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this 2ND day of JUNE 1995 personally appeared Sheldon P. Davis, Esquire, to me well known to be the person described in and who signed the foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

William A. Spring Jr.
Notary Public, State of Florida
My Commission Expires:

WILLIAM A. SPRING JR.
Print Name of Notary



WILLIAM A. SPRING JR.
My Commission CC410204
Expires Oct. 28, 1998
Bonded by ANG
800-852-5678

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That **A-OK INSURANCE INC.**, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Tampa, County of Hillsborough, State of Florida, has named Sheldon P. Davis, Esquire, located at 315 East Madison Street, Suite 920, City of Tampa, County of Hillsborough, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By: _____


(Registered Agent)

FILED
1995 JUN 27 PM 1:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

P95000050218

Sheldon P. Davis
ATTORNEY AT LAW

MEMBER
FLORIDA BAR
PENNSYLVANIA BAR

SUITE 800
100 S. ASHLEY DRIVE
P.O. BOX 737
TAMPA, FLORIDA 33601

TEL: (813) 229-7202
FAX: (813) 229-7348

September 10, 1996

300001945793
-09/12/96--01066--001
*****70.00 *****70.00

Corporate Records Bureau
Division of Corporations
Department of State
409 East Gains Street
Tallahassee, FL 32399

Re: *Filing of Articles of Merger of H.F.&M.K.O., Inc. Into
A-OK Insurance, Inc.*

Dear Sir/Madam:

Enclosed herewith for filing is an original and one copy of the Articles of Merger in connection with the above, and a check in the amount of \$70.00 to cover the filing fee. Please file stamp our copy and return it to the undersigned.

If any further information is required, please advise.

Sincerely Yours,



Sherri E. Cone
Assistant to
Sheldon P. Davis

Encls.

SH 9/18
FILED
96 SEP 12 AM 11:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING: -----

H.F. & M.K.O., INC., a Florida corporation, L67463

INTO

A-OK INSURANCE INC., a Florida corporation, P95000050218.

File date: September 12, 1996

Corporate Specialist: Steven Harris

ARTICLES OF MERGER
OF
H.F.&M.K.O., INC.
(hereinafter "the nonsurviving corporation")
INTO
A-OK INSURANCE, INC.
(hereinafter "the surviving corporation")

FILED
96 SEP 12 AM 11:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I
SURVIVING CORPORATION

SECTION 1: The name of the corporation surviving the merger is A-OK INSURANCE, INC. and such name has not been changed as a result of the merger.

SECTION 2: The surviving corporation is a domestic corporation incorporated under the laws of the State of Florida

ARTICLE II
NONSURVIVING CORPORATION

The nonsurviving corporation, H.F.&M.K.O, INC. is a domestic corporation that existed under the laws of the State of Florida and was incorporated on April 23, 1990.

ARTICLE III
PLAN OF MERGER OR SHARE EXCHANGE

The Plan of Merger or share Exchange, containing such information as required by Section 607.1105 of the Florida Statutes is set forth in "Exhibit A" attached hereto and made a part hereof.

ARTICLE IV

MANNER OF ADOPTION AND VOTE OF NONSURVIVING CORPORATION

Vote of Shareholders on August 30, 1996:

DESIGNATION OF EACH VOTING GROUP	Common
NUMBER OF OUTSTANDING SHARES	100
NUMBER OF VOTES ENTITLED TO BE CAST	100
NUMBER OF VOTES REPRESENTED AT MEETING	100
SHARES VOTED IN FAVOR	100
SHARES VOTED AGAINST	0

ARTICLE V

MANNER OF ADOPTION AND VOTE OF SURVIVING CORPORATION

Vote of Shareholders on August 30, 1996:

DESIGNATION OF EACH VOTING GROUP	Common
NUMBER OF OUTSTANDING SHARES	100
NUMBER OF VOTES ENTITLED TO BE CAST	100
NUMBER OF VOTES REPRESENTED AT MEETING	100
SHARES VOTED IN FAVOR	100
SHARES VOTED AGAINST	0

In Witness Whereof, the undersigned being the President of the surviving corporation executes these Articles of Merger and verifies, subject to penalties of perjury that the statements contained herein are true, this 31 day of August, 1996.

Karen L. Olsen
Signature

Karen L. Olsen
Printed Name

AGREEMENT

PLAN AND AGREEMENT OF MERGER dated as of August 30, 1996, ("Agreement") between H.F. & M.K.O., Inc. a Florida corporation ("HF"), and A-OK Insurance, Inc., a Florida corporation, ("A-OK").

WITNESSETH:

1. **Merger of HF into A-OK.** Upon the effective date, as defined in paragraph 4, HF shall be merged with and into A-OK and the separate existence of HF shall cease. A-OK as the surviving corporation shall continue its corporate existence under, and shall be governed by, the laws of the State of Florida and the directors and officers of A-OK shall continue as the directors and officers of the surviving corporation.

2. **Certificate of Incorporation and Bylaws.** The Certificate of Incorporation of A-OK shall be the Certificate of Incorporation of the surviving corporation following the effective date, until the same shall be altered, amended or repealed in the manner prescribed by law, and the terms and provisions thereof are hereby incorporated in this Agreement with the same force and effect as though herein set forth in full. The Bylaws of A-OK as in effect on the effective date, shall be the Bylaws of the surviving corporation until altered, amended or repealed, as provided therein.

3. **Conversion and Payment of Shares.**

A. Upon the effective date, each issued and outstanding share of A-OK common stock, shall be and continue to be issued and outstanding stock of the surviving corporation. One hundred (100) issued and outstanding shares of HF common stock shall be forthwith

converted into one hundred (100) fully paid and non-assessable shares of the surviving corporation.

B. After the effective date:

(I) Pursuant to the Plan of Merger each holder designated in 3A above, of an outstanding certificate theretofore representing common stock of HF may surrender the same to A-OK and shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of common stock of A-OK into which the HF shares theretofore represented by the certificate or certificates so surrendered shall have been converted as aforesaid. Until so surrendered, each outstanding certificate which prior to the effective date represented HF shall be deemed for all corporate purposes to evidence ownership of the number of shares of common stock of A-OK into which the HF shares shall have been converted.

4. **Shareholders' Approval; Effective Date.** This Agreement shall be submitted for approval to the shareholders of HF and A-OK, respectively, at meetings thereof held on or prior to August 30, 1996 (or such later date as the respective boards of directors shall mutually approve), called and held separately in accordance with laws of Florida, and, if approved by such shareholders by the votes required by law, then Articles of Merger, reflecting this Agreement in the form required shall be delivered to the Florida Department of State. Delivery of the Articles of Merger to the Florida Department of State shall not be made until the fulfillment of the conditions set forth in Sections 9 and 10. Evidence of

compliance with such conditions shall be submitted to each company not later than the closing date which in turn shall be on or before August 30, 1996, or such later date as the boards of directors of both HF and A-OK shall mutually decide. Upon such entry and filing the merger of HF into A-OK shall become effective on such date. The date on which the merger shall become effective as aforesaid shall be the effective date of this Agreement.

5. **Further Assurance.** Before the effective date, HF and A-OK shall, subject to the terms and conditions of this Agreement, take all such action as shall be necessary or appropriate in order to effectuate the merger. In case, at any time after the effective date, A-OK shall determine that any further action or instruments of conveyance are necessary or desirable in order to vest in and confirm to A-OK full title to and possession of all the properties, assets, rights, privileges and franchises of HF, then the persons who were officers and directors of HF as of the effective date shall as such officers and directors take all such action and execute and deliver all such instruments as A-OK may so determine to be necessary or desirable.

6. **Representations and Warranties by HF.** HF represents and warrants as follows:

(a) HF is a corporation duly organized, validly existing and in good standing under the laws of Florida and has corporate power to carry on its business as it is now being conducted.

(b) HF's authorized capital stock consists of 100 shares of common stock. The number of shares issued and outstanding are

100 shares of common stock.

(c) The execution, delivery and performance of this Agreement by HF have been duly approved by HF's board of directors, and a majority of the common stock in the manner required by Florida law.

7. Representations and Warranties by A-OK. A-OK hereby represents and warrants as follows:

(a) A-OK is a corporation duly organized, validly existing and in good standing under the laws of Florida. The consummation of the transactions contemplated in this Agreement will not result in any breach or violation of or default under any judgment, decree, mortgage, agreement, indenture or other instrument applicable to A-OK.

(b) A-OK's authorized capital stock consists of 1000 shares of common stock. At the meeting of A-OK shareholders called to vote on this Agreement, the shareholders entitled to vote thereon will be the holders of shares of common stock outstanding on the record date for such meeting.

The shares of A-OK's common stock to be issued pursuant to this Agreement will, when so issued, be validly issued and outstanding, fully paid and nonassessable.

8. Conduct of Business Pending the Effective Date. HF hereby agrees that, from the date of this Agreement pending the effective date and except as otherwise permitted by this Agreement or as consented to by A-OK in writing:

(a) The business of HF corporation shall be conducted

only in ordinary course, which (without limitation) shall include the maintenance in force of the insurance policies.

(b) No change shall be made in the Articles of Incorporation or Bylaws of either corporation.

(c) No borrowing shall be made by HF except short-term borrowing in the ordinary course of business for normal seasonal requirements.

(d) It will use its best effort, consistent with conducting its business in accordance with its own business judgment, to preserve its business organization and to preserve for A-OK the good will of HF's and its suppliers, customers and others having business relations with any of them.

9. **Conditions Precedent to Obligations of A-OK.** All obligations of A-OK under this Agreement are subject to the fulfillment (or waiver in writing by A-OK), prior to or at the effective date, of each of the following conditions:

(a) A-OK shall not have discovered any error, misstatement or omission in the representations and warranties made by HF(i) which alone is, or in the aggregate are, materially adverse to A-OK, (ii) of which A-OK promptly gave notice to HF upon discovery of the same and (iii) which has not been adequately remedied to the reasonable satisfaction of A-OK so that A-OK incurs no detriment therefrom.

(b) The merger of HF with and into A-OK, in accordance with the provisions of this Agreement, shall have been authorized and approved by the shareholders of each corporation's outstanding

stock in the manner required by applicable law.

10. **Certain Effects of Merger.** On the effective date, all the rights, privileges, powers and franchises of HF shall be possessed by A-OK, subject to the restrictions, disabilities and duties of HF, and all and singular the rights, privileges, powers and franchises of HF and all property, real, personal and mixed and all debts due to HF on whatever account, as all other things in action or belonging to HF, shall be vested in A-OK, and all property, rights, privileges, powers and franchises and all and every other interest shall thereafter be as effectually the property of A-OK as they were of HF, and the title to any real estate vested by deed or otherwise under the laws of Florida or any other jurisdiction in HF shall not revert or be in any way impaired by reason of the merger herein provided for; but all rights of creditors and all liens upon any property of HF shall be preserved unimpaired, and all debts, liabilities and duties of HF shall upon the effective date attach to A-OK, and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it.

11. **Expenses.** If the merger contemplated herein is not consummated, the expenses of this Agreement and related documents will be shared equally by the parties and all other expenses will be paid by the party incurring them (including, but not limited to, legal fees. If the merger contemplated herein is consummated, all expenses incident thereto not theretofore paid by the parties will be paid by A-OK.

12. **Entire Agreement; Waiver; Abandonment.** This Agreement embodies the entire agreement between the parties and there have been and are no agreements, representations or warranties between the parties other than those set forth herein or herein provided for. Either party may waive any inaccuracies in the representations and warranties by the other and compliance by the other with any of the covenants or conditions herein; any such waiver by either party shall be sufficiently authorized for the purposes of this Agreement if authorized or ratified by the board of directors or executive committee of such party. At any time prior to the delivery of Articles of Merger to the Florida Secretary of State, the merger herein contemplated may be abandoned by action of the boards of directors of both HF and A-OK and upon such notice to said State departments as may be required by law.

13. **General.** The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning and interpretation of this Agreement. This Agreement shall not be assignable by either party without the prior consent of the other. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

In Witness Whereof, the undersigned parties hereto have duly

executed this Agreement as of the date first above written.

ATTEST

Karen Olsen
Secretary

H.F.&M.K.O., INC.

By: Karen Olsen
President

ATTEST

Karen Olsen
Secretary

A-OK INSURANCE, INC.

By: Karen Olsen
President