

P97000086289

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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mlrger
@ 1.21.15

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Premier Adjusting Services, Inc.
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Diana Kozlowski

Contact Person

Premier Adjusting Services, Inc

Firm/Company

157 Stevens Avenue

Address

Oldsmar, Florida 34677

City/State and Zip Code

diana@pasadjust.com

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

For further information concerning this matter, please call:

Diana Kozlowski

Name of Contact Person

At (813)

818-8418

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314



FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 24, 2014

DIANA KOZLOWSKI
PREMIER ADJUSTING SERVICES, INC.
157 STEVENS AVENUE
OLDSMAR, FL 34677

SUBJECT: PREMIER ADJUSTING SERVICES, INC.
Ref. Number: P97000086289

We have received your document for PREMIER ADJUSTING SERVICES, INC. and your check(s) totaling \$70.00. However, the enclosed document has not been filed and is being returned for the following correction(s):

The articles of merger must contain the provisions of the plan of merger or the plan of merger must be attached.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 514A00027244

RECEIVED
15 JAN 20 PM 4:28
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Premier Adjusting Services, Inc.	Hillsborough	

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Premier Catastrophe Services, Inc.	Hillsborough	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR 01 / 01 / 2015 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on _____

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

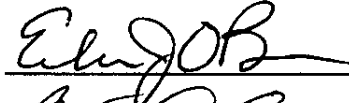
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director

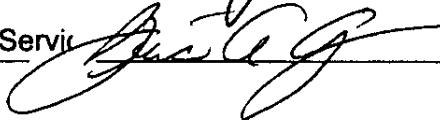
Typed or Printed Name of Individual & Title

Premier Adjusting Services,



Eileen O'Brien

Premier Catastropher Service



Brian Auger

AGREEMENT AND PLAN OF MERGER

Among

PREMIER ADJUSTING SERVICES, INC.

AND

PREMIER CATASTROPHE SERVICES, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of December 15th 2014, among PREMIER ADJUSTING SERVICES, INC., a Florida corporation ("PAS"), PREMIER CATASTROPHE SERVICES, INC, a Florida corporation and a wholly owned subsidiary of PAS ("PCS").

RECITALS

A. PCS shares will be absorbed by PAS at the effective time of this merger.

B. The respective Boards of Directors of PAS and PCS have determined that it is advisable that PCS be merged with and into PAS (the "Merger"), with PAS continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law.

C. The Merger is intended to qualify as a "reorganization" under the provisions of Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with applicable law, at the Effective Time of the Merger (as defined in SECTION 1.2), PCS shall be merged with and into PAS. As a result of the Merger, the separate existence of PCS shall cease and PAS shall continue as the Surviving Corporation of the Merger.

1.2 EFFECTIVE TIME OF THE MERGER. Subject to the terms and conditions of this Agreement, the articles of merger (the "Florida Articles of Merger") shall be executed and filed with the Secretary of State of the State of Florida ("Florida Secretary of State") in accordance with the Florida Business Corporations Act at or as soon as practicable after the Closing (as defined in SECTION 1.3). The Merger shall become effective upon such filing of the Florida Articles of Merger (the "Effective Time of the Merger").

1.3 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place as soon as practicable after satisfaction or, if permissible, waiver of the latest to occur of the conditions set forth in ARTICLE IV hereof (the "Closing Date"), at the offices of PAS, 157 Stevens Avenue, Oldsmar, FL 34677, unless another date or place is agreed to in writing by the parties hereto.

1.4 EFFECTS OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in the provisions of applicable law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time of the Merger, all of the property, rights, privileges, powers and franchises of PCS shall vest in the Surviving Corporation, and all debts, liabilities and duties of PCS shall become the debts, liabilities and duties of the Surviving Corporation.

1.5 SURVIVING CORPORATION ARTICLES OF INCORPORATION AND BYLAWS; DIRECTORS AND OFFICERS. At the Effective Time of the Merger (i) the Amended and Restated Certificate of Incorporation and Bylaws of PCS, as in effect immediately prior to the Effective Time of the Merger, shall be the certificate of incorporation and bylaws of the Surviving Corporation until thereafter amended as provided by applicable law, provided that such Amended and Restated Certificate of Incorporation shall be amended as provided in SECTION 1.6 hereof, and (ii) the officers and directors of PCS immediately prior to the Effective Time of the Merger shall be the officers and directors of the Surviving Corporation.

1.6 AMENDMENT TO THE SURVIVING CORPORATION'S ARTICLES OF INCORPORATION.

(a) At the Effective Time of the Merger, Article 6 of the amended and Restated Articles of Incorporation of the Surviving Corporation shall be added to read as follows:

"VOTE OF SHAREHOLDERS OF PREMIER ADJUSTING SERVICES, INC. TO APPROVE CERTAIN ACTIONS

Any act or transaction by or involving the Corporation other than the election or removal of directors of the Corporation that requires for its adoption under the Florida Business Corporations Act or these Articles of Incorporation the approval of the Corporation's shareholders shall require, in addition, the approval of the shareholders of Premier Adjusting Services, Inc. (or any successor by merger), by the same vote as is required by the Florida Business Corporations Act and/or by these Articles of Incorporation."

ARTICLE II

ADDITIONAL AGREEMENTS

2.1 DIRECTORS AND MANAGEMENT OF NIMBUS AFTER THE EFFECTIVE TIME OF THE MERGER. Upon the Effective Time of the Merger, the PAS Board of Directors will consist of the persons serving as directors of PCS immediately prior to the Effective Time of the Merger. In addition, upon the Effective time of the Merger, PAS' management will consist of the persons serving as PCS' management team immediately prior to the Effective Time of the Merger.

2.2 CONSENT. Each of PAS and PCS shall promptly apply for or otherwise seek, and use its best efforts to obtain, all consents and approvals required to be obtained by it for consummation of the Merger.

ARTICLE III

CONDITIONS PRECEDENT

3.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

(a) SHAREHOLDER APPROVALS. This Agreement shall have been approved and adopted by the shareholders of PAS and PCS to the extent, but only to the extent, required by applicable law.

(b) GOVERNMENT APPROVALS. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental authority of competent jurisdiction necessary for the consummation of the transactions contemplated by this Agreement shall have been filed, occurred or been obtained other than filings relating to the Merger or affecting PAS' ownership of PCS or any of its subsidiaries or any of their properties, if failure to make such filing or obtain such approval would not be materially adverse to the ability of PCS or PAS to conduct business following consummation of the Merger.

(c) LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

(d) STATUTES. No statute, rule or regulation shall have been enacted by any court or governmental authority of competent jurisdiction which would make the consummation of the Merger illegal.

ARTICLE IV

TERMINATION, AMENDMENT AND WAIVER

4.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time of the Merger, whether before or after approval of matters presented in connection with the Merger by the shareholders of PAS and PCS (to the extent such approval is required):

(a) by mutual written consent of PAS and PCS; or

(b) by either PAS or PCS if any required approval of the shareholders of PAS and PCS shall not have been obtained.

When action is taken to terminate this Agreement pursuant to this SECTION 4.1, it shall be sufficient for such action to be authorized by the Board of Directors of the party taking such action and for such party then to notify in writing the other party (or parties) of such action.

4.2 EFFECT OF TERMINATION. In the event of termination of this Agreement by either PAS or PCS as provided in SECTION 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of PAS or PCS or their respective officers or directors.

4.3 EXPENSES. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expense.

4.4 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after approval of matters presented in connection with the Merger by the shareholders of PAS or PCS (to the extent such approval is required); PROVIDED THAT after any such shareholder approval, no amendment shall be made which by law requires the further approval of shareholders without obtaining such further approval. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

ARTICLE V

GENERAL PROVISIONS

5.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to PAS or PCS

Premier Adjusting Services, Inc. or Premier
Catastrophe Services, Inc.
157 Stevens Avenue
Oldsmar, Florida 34677
Telecopy: (813)818-9355

5.2 SEVERABILITY. If any term or other provision of this agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.3 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior Agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

5.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

5.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

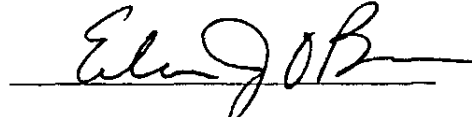
5.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

5.7 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

IN WITNESS WHEREOF, PAS and PCS have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

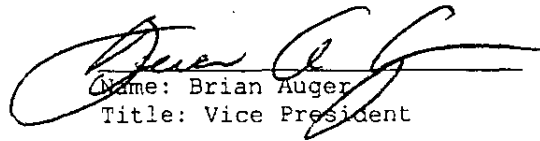
Premier Adjusting Services, Inc.

By:



Name: Eileen O'Brien
Title: President

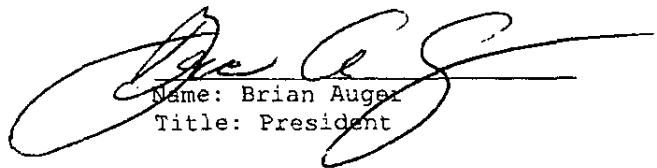
By:



Name: Brian Auger
Title: Vice President

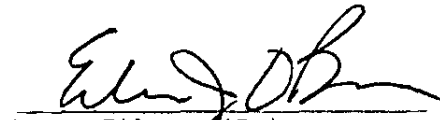
Premier Catastrophe Services, Inc.

By:



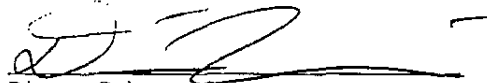
Name: Brian Auger
Title: President

By:



Name: Eileen O'Brien
Title: Vice President

I, Diana Cohen, Secretary of Premier Adjusting Services, Inc., hereby certify that this Agreement has been adopted by Premier Adjusting Services, Inc. pursuant to ss.607.11045 of the Florida Business Corporations Act and all of the conditions specified in subsection (3) of ss.607.11045 of the Florida Business Corporations Act have been satisfied.



Diana Cohen, Secretary
Premier Adjusting Services, Inc.