

P98000005509

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(Document Number)

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Mr. Ledesma GAVE

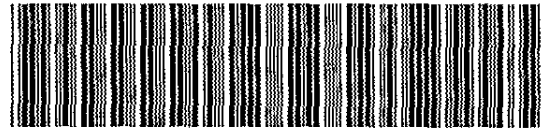
AUTHORIZATION BY PHONE TO:

CORRECT date on plan to 12/2/02 instead of 12/31/02

DATE 1/3/03

DOC. EXAM. T Lewis

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02 DEC 17 PM 12:29  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

merger  
to Lewis 1/3/03

**GREATER AMERICA**  
***Insurance***

GREATER AMERICA, INC  
8385 SW 40 STREET  
MIAMI, FL 33155  
TEL: 305 227-0774  
FAX: 305 574-7953

December 13, 2002

Secretary of State  
Division of Corporation  
Corporate Filings  
P. O. Box 6327  
Tallahassee, Fl 32314

Re:

Dear Sir or Madam:

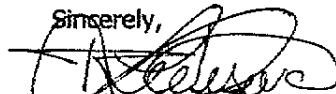
Attached please find the Articles of Merger and Agreement and Plan of Merger between Greater America Insurance, Inc. and Greater America, Inc.

Also enclosed is our check in the amount of \$78.75, including the \$35.00 fee per corporation as well as the \$8.75 fee in order to receive a certified copy, once the filing has been processed.

Please mail the certified copy back at your earliest convenience.

Should you have any questions or comments, please contact me at 305-297-4151.

Sincerely,



Rigoberto Ledesma

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

GREATER AMERICA INSURANCE, INC., a Florida entity, P96000039269

INTO

**GREATER AMERICA, INC.**, a Florida entity, P98000005509

File date: December 17, 2002

Corporate Specialist: Thelma Lewis

# ARTICLES OF MERGER OF GREATER AMERICA INSURANCE, INC. WITH AND INTO GREATER AMERICA, INC.

The undersigned domestic corporations do hereby execute the following Articles of Merger for the purpose of merging GREATER AMERICA INSURANCE, INC., a Florida corporation, with and into GREATER AMERICA, INC., a Florida corporation.

1. The name of each of the undersigned corporations and the state in which each is incorporated are as follows:

<u>NAME OF CORPORATION</u>	<u>STATE OF INCORPORATION</u>
GREATER AMERICA INSURANCE, INC.	FLORIDA
GREATER AMERICA, INC.	FLORIDA

2. The name which the Surviving Corporation is to have after the merger will be "GREATER AMERICA, INC."
3. This merger is permitted under the laws of the State of Florida. GREATER AMERICA INSURANCE, INC. and GREATER AMERICA, INC. have complied with the applicable provisions of the laws of the State of Florida.
4. The AGREEMENT AND PLAN OF MERGER OF GREATER AMERICA INSURANCE, INC. AND GREATER AMERICA, INC. (the "AGREEMENT AND PLAN OF MERGER") is set forth in Exhibit I attached hereto and incorporated herein by reference.
5. The Board of Directors of GREATER AMERICA, INC., the Surviving corporation in the merger, approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on DECEMBER 12, 2002, and directed that such document be submitted to a vote of its shareholders. The shareholders of GREATER AMERICA INSURANCE, INC. and GREATER AMERICA, INC., respectively, duly approved and adopted the AGREEMENT AND PLAN OF MERGER by written consent on DECEMBER 12, 2002, in the manner prescribed by law.
6. The number of shares outstanding and the number of shares of each corporation entitled to vote on the AGREEMENT AND PLAN OF MERGER were as follows:

<u>NAME OF CORPORATION</u>	<u>NO. OF SHARES OUTSTANDING</u>	<u>NO. OF SHARES ENTITLED TO VOTE</u>
GREATER AMERICA INSURANCE, INC.	100	100
GREATER AMERICA, INC.	100	100

There were no shares of GREATER AMERICA INSURANCE, INC. or GREATER AMERICA, INC. entitled to vote as a class.

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STATE OF FLORIDA  
CLERK OF SUPERIOR COURT

7. The number of shares voted for and against the approval and adoption of the AGREEMENT AND PLAN OF MERGER were as follows:

NAME OF CORPORATION	NO. OF SHARES OUTSTANDING	NO. OF SHARES ENTITLED TO VOTE
GREATER AMERICA INSURANCE, INC.	100	100 FOR None AGAINST
GREATER AMERICA, INC.	100	100 FOR None AGAINST

8. The charter of GREATER AMERICA INSURANCE, INC. will be amended in conjunction with the merger.
9. These ARTICLES OF MERGER, and the AGREEMENT AND PLAN OF MERGER incorporated herein by reference, shall be effective at 12:01 am on DECEMBER 12, 2002, and the merger therein contemplated shall be deemed to be completed and consummated at said time.


IN WITNESS WHEREOF, these ARTICLES OF MERGER have been signed by the President and Secretary of GREATER AMERICA INSURANCE, INC. and by the President and Secretary of GREATER AMERICA, INC., each thereunto duly authorized, as of 12 day of DECEMBER 2002.

GREATER AMERICA INSURANCE, INC.

  
By: Rigoberto Ledesma, President

(CORPORATE SEAL)

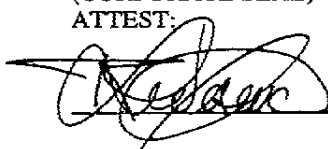
ATTEST:

  
Secretary

OFFICIAL CORPORATE SEAL  
GREATER AMERICA, INC.  
FLORIDA 1998

(CORPORATE SEAL)

ATTEST:

  
Secretary

OFFICIAL CORPORATE SEAL  
GREATER AMERICA, INC.  
FLORIDA 1998

GREATER AMERICA, INC.

  
By: Rigoberto Ledesma, President

**AGREEMENT AND PLAN OF MERGER OF  
GREATER AMERICA INSURANCE, INC.  
WITH AND INTO GREATER AMERICA, INC.**

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of December 12, 2002, by and between GREATER AMERICA INSURANCE, INC. ("GAI"), a corporation organized and existing under the laws of the State of Florida (GAI being hereinafter sometimes referred to as the "Merging Corporation") and GREATER AMERICA, INC. ("GA"), a corporation organized and existing under the laws of the State of Florida (GA being hereinafter sometimes referred to as the "Surviving Corporation");

WHEREAS, the Board of Directors and Shareholders of each GAI and GA deem it advisable and in the best interests of the both corporations that GAI be merged with and into GA, with GA being the Surviving Corporation, under and pursuant to the laws of the State of Florida and on the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I**

**MERGER**

- 1.1 GAI shall be merged with and into GA in accordance with the laws of the State of Florida. The separate corporate existence of GAI shall thereby cease, and GA shall be the Surviving Corporation.
- 1.2 The name which the Surviving Corporation is to have after the merger shall be "Greater America, Inc."
- 1.3 On the Effective Time (as defined in Section 2.1 below), the separate existence of the Merging Corporation shall cease. Except as herein otherwise specifically set forth, from and after the Effective Time the Surviving Corporation shall possess all of the rights, privileges, immunities and franchises, to the extent consistent with its Articles of Incorporation, of GAI and GA. All the rights, privileges, powers and franchises of the Merging Corporation, of a public as well as of a private nature, and all property, real, personal and mixed of the Merging Corporation, and all debts due on whatever account to it, including all choses in action and all and every other interest of or belonging to it, shall be taken by and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and all such property, rights, privileges, immunities and franchises, of a public as well as of a private nature, and all and every other interest of the Merging Corporation shall be thereafter as effectually the property of the Surviving Corporation as they were of the Merging Corporation.
- 1.4 From and after the Effective Time, the Surviving Corporation shall be subject to all the duties and liabilities of a corporation organized under the Florida Corporation Act. The rights of the creditors of GAI and GA or of any person dealing with such corporations, or any liens upon the property of such corporations, shall not be impaired by this merger, and any claim existing or action or proceeding pending by or against either of such corporations may be prosecuted to judgment as if this merger had not taken place, or the Surviving Corporation may be proceeded against or substituted in place of the Merging Corporation. Except as otherwise specifically provided to the contrary herein the identity, existence, purposes, powers, franchises, rights immunities and liabilities of the Surviving Corporation shall continue unaffected and unimpaired by the merger.

**ARTICLE II**

**TERMS AND CONDITIONS OF THE MERGER**

The terms and conditions of the merger shall be as follows:

- 2.1 The merger shall become effective at 11:30 pm, on December 31, 2002, pursuant to the Florida Corporation Act. The time and date of such effectiveness is referred to in this Agreement as the "Effective Time".
- 2.2 Prior to the Effective Time, GAI and GA shall take all such action as shall be necessary or appropriate in order to effect the merger. If at any time after the Effective Time, the Surviving Corporation shall determine that any further conveyance, assignment or other documents or any further action is necessary or desirable in order to vest in or confirm to, the Surviving Corporation full title to all of the property, assets, rights, privileges and franchises of GAI and GA, or either of them, the officers and directors of both corporations shall execute and deliver all such instruments and take all such further actions as the Surviving Corporation may determine to be necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of all such property, assets, rights, privileges, immunities and franchises, and otherwise to carry out the purposes of this Agreement and Plan.

### ARTICLE III

#### CHARTER AND BYLAWS: DIRECTORS AND OFFICERS

- 3.1 The Articles of Incorporation of GA, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be Articles of Incorporation of the Surviving Corporation until duly amended in accordance with law, and no change to such Articles of Incorporation shall be effected by the merger.
- 3.2 The Bylaws of GA, as in effect immediately prior to the Effective Time, shall, after the merger, continue to be the Bylaws of the Surviving Corporation until duly amended in accordance with law, and no change to such Bylaws shall be effected by the merger.
- 3.3 The persons who are the Directors and officers of GA immediately prior to the Effective Time shall, after the merger, continue as the Directors and officers of the Surviving Corporation without change, to serve, subject to the provisions of the Bylaws of the Surviving Corporation, until their successors have been duly elected and qualified in accordance with the laws of the State of Florida and the Articles of Incorporation and Bylaws of the Surviving Corporation.

### ARTICLE IV

#### CONVERSION OF SHARES

- 4.1 The Surviving Corporation presently has issued an outstanding one hundred (100) shares of \$1 par value common stock, which shares are the only outstanding shares of the Surviving Corporation.
- 4.2 The Merging Corporation presently has issued an outstanding one hundred (100) shares of \$1 par value common stock, which shares are the only outstanding shares of the Merging Corporation.
- 4.3 After the Effective Time, each holder of an outstanding certificate theretofore representing shares of GAI Common may, but shall not be required to, surrender the same to the Surviving Corporation for cancellation or transfer, and each such holder or transferee will be entitled to receive certificates representing one share of GA Common for every one share of GAI Common previously represented by the stock certificates surrendered. No other cash, shares, securities or obligations will be distributed or issued upon conversion of GAI Common.

### ARTICLE V

#### MISCELLANEOUS

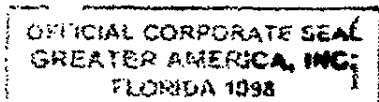
- 5.1 Notwithstanding anything herein to the contrary, the Board of Directors of either GAI or GA may, in their sole discretion and at any time prior to the filing with the Secretary of State of Florida of the necessary Articles of Merger giving effect to the merger, by resolution duly adopted, abandon the merger if it shall deem such action necessary, desirable and in the best interests of the respective GAI and GA. In the event of such determination and the abandonment of this Agreement and Plan pursuant to the provisions of this

Paragraph 5.1, the same shall become null and void and shall have no further effect. Such termination shall not give rise to any liability on the part of either corporation or its Directors, officers or shareholders in respect of this Agreement and Plan.

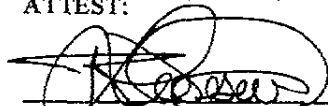
5.2 The Shareholders of GAI and GA dissenting to the Agreement and Plan shall be entitled to be paid the fair value of their shares upon compliance with such statutory sections.

5.3 This Agreement and Plan embodies the entire agreement between the parties hereto and there are no agreements, understandings, restrictions or warranties between the parties hereto other than those set forth herein or herein provided for.

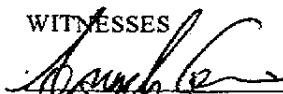
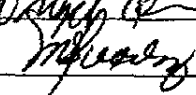
IN WITNESS WHEREOF, this Agreement and Plan has been signed by the duly authorized representative of both corporations pursuant to the authorization by the Board of Directors and Shareholders of both corporations, all as of the day and year first above written.



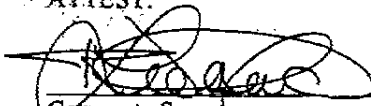
[CORPORATE SEAL]  
ATTEST:

  
\_\_\_\_\_  
Corporate Secretary

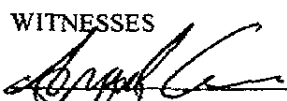
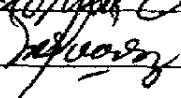
WITNESSES

  
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[CORPORATE SEAL]  
ATTEST:

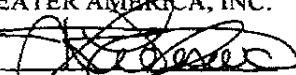
  
\_\_\_\_\_  
Corporate Secretary

WITNESSES

  
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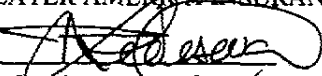
GREATER AMERICA, INC.

By:

  
\_\_\_\_\_  
PRESIDENT

GREATER AMERICA INSURANCE, INC.

By:

  
\_\_\_\_\_  
PRESIDENT