

P99000044107

103 N. MERIDIAN STREET, LOWER LEVEL
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: CINDY HICKS

600002890696--8
-06/01/99--01032--017
*****87.50 *****87.50

DATE: 5-28-99

REF. #: 0163.6986

CORP. NAME: USA Risk Services, Inc. into Risk Services,
Inc. Merger &
Name Change

- | | | |
|--|---|--|
| <input type="checkbox"/> ARTICLES OF INCORPORATION | <input type="checkbox"/> ARTICLES OF AMENDMENT | <input type="checkbox"/> ARTICLES OF DISSOLUTION |
| <input type="checkbox"/> ANNUAL REPORT | <input type="checkbox"/> TRADEMARK/SERVICE MARK | <input type="checkbox"/> FICTITIOUS NAME |
| <input type="checkbox"/> CERT. OF AUTHORITY | <input type="checkbox"/> LIMITED PARTNERSHIP | <input type="checkbox"/> LIMITED LIABILITY |
| <input type="checkbox"/> REINSTATEMENT | <input checked="" type="checkbox"/> MERGER | <input type="checkbox"/> WITHDRAWAL |
| <input type="checkbox"/> CERTIFICATE OF CANCELLATION | <input type="checkbox"/> UCC-1 | <input type="checkbox"/> UCC-3 |
| <input type="checkbox"/> OTHER: _____ | | |

STATE FEES PREPAID WITH CHECK# 5069 FOR \$ 87.50

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

PLEASE RETURN:

☐ CERTIFIED COPY

☒ (2) CERTIFICATE OF STATUS ☒ (2) PLAIN STAMPED COPY

Examiner's Initials

md
6/1/99

RECEIVED
99 JUN -1 AM 10:42
DIVISION OF STATE
CORPORATIONS
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER
Merger Sheet

MERGING:

PROFESSIONAL BUSINESS OWNER'S ASSOCIATION INC., a Fla corp.
J27741

INTO

PBOA, INC. which changed its name to

PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC., a Florida
corporation, P99000044107

File date: June 1, 1999

Corporate Specialist: Annette Ramsey

ARTICLES OF MERGER
OF
PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.
INTO
PBOA, INC.

FILED
99 JUN -1 PM 2:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

UNDER SECTION 607.1105 OF
FLORIDA STATUTES

Pursuant to the provisions of Section 607.1105 of the *Florida Statutes*, the undersigned hereby certify by these Articles of Merger as follows:

FIRST: The names of the corporations which are parties to the merger are **PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.**, a Florida corporation, and **PBOA, INC.**, a Florida corporation. The surviving corporation is **PBOA, INC.**, and is to be governed by the laws of the State of Florida, but the name of the surviving corporation following the merger will be **PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.**

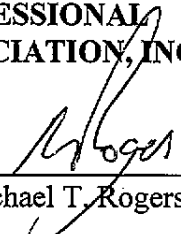
SECOND: The Agreement and Plan of Merger is annexed hereto as Exhibit "A" and incorporated herein by reference in its entirety.

THIRD: The Agreement and Plan of Merger was duly adopted pursuant to a written consent as permitted by Section 607.0704 of the *Florida Statutes* by a majority of the stockholders of **PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.**, as of the 1st day of June, 1999, and was duly adopted pursuant to a written consent as permitted by Section 607.0704 of the *Florida Statutes* by all of the stockholders of **PBOA, INC.**, as of the 1st day of June, 1999.

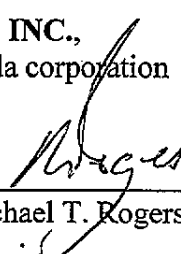
FOURTH: The Merger shall become effective upon the filing of these Articles of Merger with the Secretary of State of the State of Florida in accordance with the Florida Business Corporation Act.

IN WITNESS WHEREOF, each of the corporations party to the merger has caused these Articles of Merger to be executed on its behalf by its duly authorized officers this 1st day of June, 1999.

**PROFESSIONAL BUSINESS OWNER'S
ASSOCIATION, INC.,** a Florida corporation

By: 
Michael T. Rogers, President

PBOA, INC.,
a Florida corporation

By: 
Michael T. Rogers, President

#654448 v1 - 5881-001

EXHIBIT "A"

AGREEMENT AND PLAN OF MERGER

#654448 v1 - 5881-001

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER dated this 1st day of June, 1999, is made and entered into by and between **PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.**, a Florida corporation ("PBOA"), and **PBOA, INC.**, a Florida corporation (the "**SURVIVING CORPORATION**"). **PBOA** and **SURVIVING CORPORATION** being sometimes referred to herein as the "Constituent Corporations."

WITNESSETH:

WHEREAS, **PBOA** is a corporation duly organized under the laws of the State of Florida, having an authorized capital stock of 1,000 shares of Common Stock.

WHEREAS, the **SURVIVING CORPORATION** is a corporation duly organized and existing under the laws of the State of Florida, having an authorized capital stock of 10,000 shares of Common Stock.

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of such Constituent Corporation and its shareholders that **PBOA** be merged into the **SURVIVING CORPORATION** which shall be the surviving corporation and that the name of the surviving corporation will be "**PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.**"

NOW, THEREFORE, the Constituent Corporations hereby agree that **PBOA** shall be merged with and into the **SURVIVING CORPORATION** in accordance with the applicable laws of the State of Florida and the terms and conditions of the following Plan of Merger:

ARTICLE I

The Constituent Corporations

The names of the Constituent Corporations to the merger are **PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.** (Florida Charter No. J27741) and **PBOA, INC.** (Florida Charter No. P99000044107).

ARTICLE II

The Merger

On the Effective Date, as hereinafter defined, **PBOA** shall be merged with and into the **SURVIVING CORPORATION** (the "Merger"), upon the terms and subject to the conditions hereinafter set forth as permitted by and in accordance with the provisions of *Florida Statutes* Chapter 607 (the "Florida Law").

ARTICLE III
Amendment to Articles of Incorporation

In accordance with Section 607.1101(3)(a) of the *Florida Statutes*, the Articles of Incorporation of the **SURVIVING CORPORATION** shall be amended by this Plan of Merger to change the name of the **SURVIVING CORPORATION** to "**PROFESSIONAL BUSINESS OWNER'S ASSOCIATION, INC.**"

ARTICLE IV
Effect of Merger

From and after the filing of the Articles of Merger in accordance with Article IX hereof, the Constituent Corporations shall be a single corporation, which shall be the **SURVIVING CORPORATION**. From and after such filing, the separate existence of PBOA shall cease, while the corporate existence of the **SURVIVING CORPORATION** shall continue unaffected and unimpaired except for the name change set forth in Article III. The **SURVIVING CORPORATION** shall have all the rights, privileges, immunities and powers and shall be subject to all the duties and liabilities of a corporation organized under the Florida Law. The **SURVIVING CORPORATION** shall thereupon and thereafter possess all the rights, privileges, immunities and franchises of a public, as well as a private, nature of each of the Constituent Corporations. All property, real, personal and mixed, and all debts due on whatever account, all other choses of action, and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the **SURVIVING CORPORATION** without further act or deed. The title to any real estate, or any interest therein vested in either of the Constituent Corporations, shall not revert or be in any way impaired by reason of such Merger. The **SURVIVING CORPORATION** shall thenceforth be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations, and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted as if such Merger had not taken place, or the **SURVIVING CORPORATION** may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by such Merger.

ARTICLE V
Articles of Incorporation and Bylaws; Officers and Directors

The Articles of Incorporation and Bylaws of the **SURVIVING CORPORATION**, as heretofore amended as described in Article III, shall survive the Merger, until the same shall thereafter be further amended or repealed as provided therein and by applicable law.

Persons who shall serve as the Directors of the **SURVIVING CORPORATION** shall be:

<i>Name</i>	<i>Address</i>
G. Wayne Harris	1800 Second Street, Suite 909 Sarasota, FL 34236
Jonathan Harkavy	1501 Wilson Boulevard, Suite 1110 Arlington, VA 22209
Michael T. Rogers	45 State Street, Unit 395 Montpelier, VT 05601
Jack C. Inman	1800 Second Street, Suite 909 Sarasota, FL 34236

Persons who shall serve as officers of the **SURVIVING CORPORATION**, and the offices in which they shall serve, shall be as follows:

G. Wayne Harris	Chairman of the Board
Michael T. Rogers	President
Jonathan Harkavy	Vice President, Secretary and General Counsel
Jack C. Inman	Vice President
Daniel George	Treasurer
Pamela Roy	Assistant Secretary

ARTICLE VI

Treatment of Shares of Constituent Corporations

By virtue of the Merger and without any action on the part of the holders thereof, upon the Effective Date pursuant to this Plan of Merger:

(a) Each share of the Common Stock of the **SURVIVING CORPORATION** outstanding immediately prior to the Effective Date of the Merger shall, without any action on the part of the holder thereof, continue to be outstanding with no adjustment as a result of the Merger.

(b) With the exception noted below, each share of the Common Stock of **PBOA** issued and outstanding immediately prior to the Effective Date of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, cease to exist and be canceled. However, the 45 shares of the Common Stock of **PBOA** owned by **H. Lincoln Miller, Jr., Kurt J. Miller, Eric L. Miller, Laurie A. McDowell, Diana J. Miller, Kathleen A. Burns, Thomas J. Burns and Margaret Miller** (collectively, "Miller") shall be converted to a right to

receive cash in the amount of \$2,977.78 per share, for a total of \$134,000.00 (the "Miller Payment"), and shall cease to exist and be canceled by virtue of the Merger and without any action on the part of Miller. The **SURVIVING CORPORATION** shall pay the Miller Payment to Miller (*pro rata* in accordance with their ownership of PBOA stock) within one hundred eighty (180) days after the Effective Date (unless Miller or any individual shareholder(s) comprising Miller elects to exercise dissenters' rights with regard to the Merger, in which event the dissenters' rights provisions of the Florida Law shall govern the dissenting shareholder's(s') entitlements), plus the payment in full of all amounts reflected on the books of PBOA as shareholder loans payable to Miller (or any of the shareholders comprising Miller) and reduced by any amounts owed by Miller (or any of the shareholders comprising Miller) to PBOA.

ARTICLE VII

Surrender of Certificates

Each record holder of an outstanding certificate or certificates which represent shares of PBOA Common Stock immediately prior to the Merger shall surrender such certificate or certificates pursuant to this Agreement and Plan of Merger.

ARTICLE VIII

Further Assurance

If at any time after the Effective Date the **SURVIVING CORPORATION** shall consider or be advised that any further assignments or assurances are necessary or desirable to vest in the **SURVIVING CORPORATION**, according to the terms hereof, the title to any property or rights of the Constituent Corporation, the last acting officers and Directors of the Constituent Corporation, as the case may be, or the corresponding officers and Directors of the **SURVIVING CORPORATION** shall and will execute and make all such proper assignments or assurances and all things necessary or proper to vest title in such property or rights in the **SURVIVING CORPORATION**, and otherwise to carry out the purposes of this Agreement and Plan of Merger.

ARTICLE IX

Approval by Shareholders

This Plan of Merger shall be approved by the respective Board of Directors of each Constituent Corporation and submitted to the respective Shareholders of each Constituent Corporation for approval as provided by the Florida Law on or before the 1st day of June, 1999. If duly adopted by the requisite vote of such Shareholders, Articles of Merger meeting the requirements of the Florida Law shall be filed immediately in the appropriate office in Florida.

ARTICLE X

Effective Date

The merger of PBOA into the **SURVIVING CORPORATION** shall become effective upon the filing of the Articles of Merger in accordance with the Florida Law. The date on which such merger shall become effective is herein called the "Effective Date."

ARTICLE XI
Covenants of PBOA

PBOA covenants and agrees that: (a) it will not further amend its articles of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XII
Covenants of the SURVIVING CORPORATION


The SURVIVING CORPORATION covenants and agrees that: (a) it will not further amend its articles of incorporation prior to the Effective Date, and (b) it will not issue any shares of its capital stock or any rights to acquire any such shares prior to the Effective Date.

ARTICLE XIII
Termination

Notwithstanding anything contained herein or elsewhere to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of the Articles of Merger.


IN WITNESS WHEREOF, each of the parties to this Agreement and Plan of Merger has caused this Agreement and Plan of Merger to be executed by its duly authorized officer on the day and year above written.

**PROFESSIONAL BUSINESS OWNER'S
ASSOCIATION, INC., a Florida corporation**

By: 
Michael T. Rogers, President

"PBOA"

PBOA, INC., a Florida corporation

By: 
Michael T. Rogers, President

"SURVIVING CORPORATION"