

CONIGLIO & ASSOCIATES, P.A.  
971 EAST TENNESSEE STREET  
TALLAHASSEE, FLORIDA 32308

(Requestor's Name)

(Address)

(City, State, Zip)

(Phone #)

V72908

FILED  
2002 OCT 18 AM 11:31  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

OFFICE USE ONLY

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-10/18/02--01029--011  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

CORPORATION NAME(S) & DOCUMENT NUMBER(S) (if known):

1. SEAGULL FINANCIAL CORPORATION M63565  
(Corporation Name) (Document #)

2. \_\_\_\_\_  
(Corporation Name) (Document #)

3. \_\_\_\_\_  
(Corporation Name) (Document #)

4. \_\_\_\_\_  
(Corporation Name) (Document #)

☒ Walk in ☐ Pick up time \_\_\_\_\_

☒ Certified Copy

☐ Mail out ☒ Will wait ☐ Photocopy

☒ Certificate of Status

RECEIVED  
02/OCT/18 AM 11:10  
DIVISION OF CORPORATIONS

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

File 1st  
Call when Ready  
509-4111  
70

C. Coulliette OCT 18 2002  
Examiner's Initials

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

SEAGULL FINANCIAL CORPORATION, a Florida corporation, M63565

INTO

**PRIVATE FUNDING SPECIALISTS, INC.**, a Florida entity, V72908

File date: October 18, 2002

Corporate Specialist: Cheryl Coulliette

**ARTICLES OF MERGER**  
**OF**  
**SEAGULL FINANCIAL CORPORATION**  
**INTO**  
**PRIVATE FUNDING SPECIALISTS, INC.**

**FILED**  
**2002 OCT 18 AM 11:31**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

Pursuant to the provisions of Section 607.1105 of the Florida Statutes, the undersigned corporation, PRIVATE FUNDING SPECIALISTS, INC., a Florida corporation, and SEAGULL FINANCIAL CORPORATION, a Florida corporation, adopt the following Articles of Merger for the purposes of merging SEAGULL FINANCIAL CORPORATION into PRIVATE FUNDING SPECIALISTS, INC.

**PLAN OF MERGER**

1. The Plan of Merger setting forth the terms and conditions of the merger of SEAGULL FINANCIAL CORPORATION into PRIVATE FUNDING SPECIALISTS, INC. is attached to these Articles as an exhibit and incorporated herein by reference.

**ADOPTION OF PLAN**

2. There are ONE HUNDRED(100) shares of common stock, each of TEN DOLLARS (\$10.00) par value, of SEAGULL FINANCIAL CORPORATION, a Florida corporation, issued and outstanding that were entitled to vote on the Plan of Merger. ONE HUNDRED (100) shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a special meeting of the shareholders of SEAGULL FINANCIAL CORPORATION, held on the 5<sup>th</sup> of **SEPTEMBER 2002.**

3. There are ONE HUNDRED (100) shares of stock, one dollar (\$1.00) par value, of PRIVATE FUNDING SPECIALISTS, INC., a Florida corporation, issued and outstanding. Of the ONE HUNDRED (100) shares entitled to vote on the Plan of Merger, ONE HUNDRED (100) shares were voted in favor of the Plan of Merger and zero (0) shares were voted against the Plan of Merger, at a

special meeting of the shareholders of PRIVATE FUNDING SPECIALISTS, INC., held on the 5<sup>th</sup> of  
SEPTEMBER 2002.

IN WITNESS WHEREOF, each of the undersigned corporations has caused these Articles to  
be signed as of 5<sup>th</sup> of SEPTEMBER 2002.

PRIVATE FUNDING SPECIALISTS, INC.

By: William C. Davis  
WILLIAM C. DAVIS, PRESIDENT

ATTEST:

\_\_\_\_\_

SEAGULL FINANCIAL CORPORATION

By: William C. Davis  
WILLIAM C. DAVIS, PRESIDENT

ATTEST:

\_\_\_\_\_

The undersigned officer of PRIVATE FUNDING SPECIALISTS, INC. does hereby certify and  
verify that the foregoing Articles of Merger were duly adopted by the corporation and that all statements  
contained in the Articles are true and correct.

William C. Davis  
WILLIAM C. DAVIS, PRESIDENT  
PRIVATE FUNDING SPECIALISTS, INC.

**AGREEMENT OF REORGANIZATION**  
by merger of  
**SEAGULL FINANCIAL CORPORATION**  
with and into  
**PRIVATE FUNDING SPECIALISTS, INC.**  
under the name of  
**PRIVATE FUNDING SPECIALISTS, INC.**

This is a Plan and Agreement of Merger (the "Agreement") between SEAGULL FINANCIAL CORPORATION, a Florida corporation (the "Merging Corporation"), and PRIVATE FUNDING SPECIALISTS, INC., a Florida corporation (the "Surviving Corporation").

**ARTICLE 1. PLAN OF MERGER**

**Plan Adopted**

1.01. A plan of merger of SEAGULL FINANCIAL CORPORATION and PRIVATE FUNDING SPECIALISTS, INC., pursuant to Section 368(a)(1)(A) of the Internal Revenue Code, is adopted as follows:

(a) SEAGULL FINANCIAL CORPORATION shall be merged with and into PRIVATE FUNDING SPECIALISTS, INC. to exist and be governed by the laws of the State of Florida.

(b) The name of the Surviving Corporation shall be PRIVATE FUNDING SPECIALISTS, INC.

(c) When this Agreement shall become effective, the separate corporate existence of SEAGULL FINANCIAL CORPORATION shall cease, and the Surviving Corporation shall succeed, without other transfer, to all the rights and property of SEAGULL FINANCIAL CORPORATION and shall be subject to all the debts and liabilities of the Merging Corporation in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens on the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by the liens immediately prior to the merger.

(d) The Surviving Corporation will carry on business with the assets of SEAGULL FINANCIAL CORPORATION, as well as with the assets of PRIVATE FUNDING SPECIALISTS, INC.

(e) The shareholders of SEAGULL FINANCIAL CORPORATION will surrender all of their shares in the manner hereinafter set forth.

(f) In exchange for the shares of SEAGULL FINANCIAL CORPORATION surrendered by its shareholders, the Surviving Corporation will issue and transfer to these shareholders, on the basis set forth in Article 4 below, shares of its common stock; The Surviving Corporation will amend its common stock to be used in the exchange.

(g) The shareholders of PRIVATE FUNDING SPECIALISTS, INC. will retain their shares as shares of the Surviving Corporation.

(h) The Articles of Incorporation of PRIVATE FUNDING SPECIALISTS, INC. shall continue in full force as the Articles of Incorporation of the Surviving Corporation until further amended, altered, or repealed as provided in the Articles or as provided by law.

#### **Effective Date**

1.02. The effective date of the merger ("Effective Date") shall be 18 October 2002.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF CONSTITUENT CORPORATIONS**

#### **Non-survivor**

2.01. As a material inducement to the Surviving Corporation to execute this Agreement and perform its obligations under this Agreement, SEAGULL FINANCIAL CORPORATION represents and warrants to the Surviving Corporation as follows:

(a) SEAGULL FINANCIAL CORPORATION is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. SEAGULL FINANCIAL CORPORATION is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) SEAGULL FINANCIAL CORPORATION has an authorized capitalization of FIVE THOUSAND DOLLARS (\$5,000.00) consisting of FIVE HUNDRED (500) shares of common stock, each of TEN dollar (\$10.00) par value, of which ONE HUNDRED (100) shares are validly issued and outstanding, fully paid, and non-assessable on the date of this Agreement.

(c) SEAGULL FINANCIAL CORPORATION has furnished the Surviving Corporation with its books and records representing the present financial condition of SEAGULL FINANCIAL CORPORATION as of JUNE 30, 2002 and the results of its operations as of the past twelve months.

(d) All required federal, state, and local tax returns of SEAGULL FINANCIAL CORPORATION have been accurately prepared and duly and timely filed, and all federal, state, and local taxes required to be paid with respect to the periods covered by the returns have been

paid. SEAGULL FINANCIAL CORPORATION has not been delinquent in the payment of any tax or assessment.

#### **Survivor**

2.02 As a material inducement to SEAGULL FINANCIAL CORPORATION to execute this Agreement and perform its obligations under this Agreement, PRIVATE FUNDING SPECIALISTS, INC. represents and warrants to SEAGULL FINANCIAL CORPORATION as follows:

(a) PRIVATE FUNDING SPECIALISTS, INC. is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with corporate power and authority to own property and carry on its business as it is now being conducted. PRIVATE FUNDING SPECIALISTS, INC. is not required to be qualified as a foreign corporation to transact business in any other jurisdiction.

(b) PRIVATE FUNDING SPECIALISTS, INC. has an authorized capitalization of ONE THOUSAND dollars (\$1,000) consisting of ONE THOUSAND (1,000) shares of common stock, each of one dollar (\$1.00) par value. As of the date of this Agreement, ONE THOUSAND (1,000) shares of the common stock are validly authorized and outstanding, fully paid, and non-assessable.

#### **Securities Law**

2.03. The parties will mutually arrange for and manage all necessary procedures under the requirements of federal and Florida securities laws and the related supervisory commissions to the end that this plan is properly processed to comply with registration formalities, or to take full advantage of any appropriate exemptions from registration, and to otherwise be in accord with all anti-fraud restrictions in this area.

### **ARTICLE 3. COVENANTS, ACTIONS, AND OBLIGATIONS PRIOR TO THE EFFECTIVE DATE**

#### **Interim Conduct of Business; Limitations**

3.01. Except as limited by this Paragraph 3.01, pending consummation of the merger, each of the constituent corporations will carry on its business in substantially the same manner as before and will use its best efforts to maintain its business organization intact, to retain its present employees, and to maintain its relationships with suppliers and other business contacts. Except with the prior consent in writing of PRIVATE FUNDING SPECIALISTS, INC., pending consummation of the merger, SEAGULL FINANCIAL CORPORATION shall not:

- (a) Declare or pay any dividend or make any other distribution on its shares.
- (b) Create or issue any indebtedness for borrowed money.
- (c) Enter into any transaction other than those involved in carrying on its ordinary course of business.

#### **Submission to Shareholders**

3.02. This Agreement shall be submitted to the shareholders of SEAGULL FINANCIAL CORPORATION for approval in the manner provided by the laws of the State of Florida. This Agreement shall not be submitted to the shareholders of PRIVATE FUNDING SPECIALISTS, INC. for approval because such approval is not required pursuant to Section 607.1103(7) of the Florida Statutes.

**Conditions Precedent to Obligations  
of SEAGULL FINANCIAL CORPORATION**

3.03. Except as may be expressly waived in writing by SEAGULL FINANCIAL CORPORATION, all of the obligations of SEAGULL FINANCIAL CORPORATION under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by PRIVATE FUNDING SPECIALISTS, INC.:

(a) The representations and warranties made by PRIVATE FUNDING SPECIALISTS, INC. to SEAGULL FINANCIAL CORPORATION in Article 2 of this Agreement and in any document delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct in all material respects. If PRIVATE FUNDING SPECIALISTS, INC. shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to SEAGULL FINANCIAL CORPORATION and shall either correct the error, misstatement, or omission or obtain a written waiver from SEAGULL FINANCIAL CORPORATION

(b) PRIVATE FUNDING SPECIALISTS, INC. shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.

**Conditions Precedent to Obligations  
of PRIVATE FUNDING SPECIALISTS, INC.**

3.04. Except as may be expressly waived in writing by PRIVATE FUNDING SPECIALISTS, INC., all of the obligations of PRIVATE FUNDING SPECIALISTS, INC. under this Agreement are subject to the satisfaction, prior to or on the Effective Date, of each of the following conditions by SEAGULL FINANCIAL CORPORATION:

(a) The representations and warranties made by SEAGULL FINANCIAL CORPORATION to PRIVATE FUNDING SPECIALISTS, INC. in Article 2 of this Agreement and in any documents delivered pursuant to this Agreement shall be deemed to have been made again on the Effective Date and shall then be true and correct. If SEAGULL FINANCIAL CORPORATION shall have discovered any material error, misstatement, or omission in those representations and warranties on or before the Effective Date, it shall report that discovery immediately to PRIVATE FUNDING SPECIALISTS, INC. and shall either correct the error, misstatement, or omission or obtain a written waiver from PRIVATE FUNDING SPECIALISTS, INC..

(b) SEAGULL FINANCIAL CORPORATION shall have performed and complied with all agreements or conditions required by this Agreement to be performed and complied with by it prior to or on the Effective Date.



(c) SEAGULL FINANCIAL CORPORATION shall have delivered to PRIVATE FUNDING SPECIALISTS, INC., documentation by its officers to the effect that:

(1) SEAGULL FINANCIAL CORPORATION is a corporation duly organized, validly existing, and in good standing under the laws of the State of Florida, with full corporate power to carry on the business in which it is engaged, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction where failure to qualify would materially and adversely affect the business or properties of SEAGULL FINANCIAL CORPORATION. SEAGULL FINANCIAL CORPORATION has no subsidiaries.

(2) The execution, the delivery, and the performance of this Agreement by SEAGULL FINANCIAL CORPORATION has been duly authorized and approved by requisite corporate action of SEAGULL FINANCIAL CORPORATION.

(3) This Agreement and the instruments delivered to PRIVATE FUNDING SPECIALISTS, INC., under this Agreement have been duly and validly executed and delivered by SEAGULL FINANCIAL CORPORATION and constitute the valid and binding obligations of SEAGULL FINANCIAL CORPORATION, enforceable in accordance with their terms except as limited by the laws of bankruptcy and insolvency.

(d) SEAGULL FINANCIAL CORPORATION shall have delivered to PRIVATE FUNDING SPECIALISTS, INC. a certificate dated the Effective Date executed in its corporate name by its President or any Vice President, certifying to the satisfaction of the conditions specified in Subparagraphs (a) and (b) of this Paragraph 3.04.

(e) No action or proceeding by any governmental body or agency shall have been threatened, asserted, or instituted to restrain or prohibit the carrying out of the transactions contemplated by this Agreement.

#### **ARTICLE 4. MANNER OF CONVERTING SHARES**

##### **Manner**

4.01. The holders of shares of SEAGULL FINANCIAL CORPORATION shall surrender their shares to PRIVATE FUNDING SPECIALISTS, INC. promptly after the Effective Date, in exchange for an equal number of shares of equal par value for shares of the Surviving Corporation.

##### **Shares of Survivor**

4.02. (a) The currently outstanding ONE THOUSAND (1,000) shares of common stock of PRIVATE FUNDING SPECIALISTS, INC., each having one dollar (\$1.00) par value, shall remain outstanding as common stock, each having one dollar (\$1.00) par value, of the Surviving Corporation.

## **ARTICLE 5. DIRECTORS AND OFFICERS**

### **Directors and Officers of Survivor**

5.01. (a) The present Board of Directors of PRIVATE FUNDING SPECIALISTS, INC. shall Continue to serve as Board of Directors of the Surviving Corporation until the next annual meeting or until their successors have been elected and qualified.

(b) If a vacancy shall exist on the Board of Directors of the Surviving Corporation on the Effective Date of the merger, the vacancy may be filled by the shareholders as provided in the bylaws of the Surviving Corporation.

(c) All persons who as of the Effective Date of the merger shall be executive or administrative officers of PRIVATE FUNDING SPECIALISTS, INC. shall remain as officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall determine otherwise. The Board of Directors of the Surviving Corporation may elect or appoint additional officers as it deems necessary.

## **ARTICLE 6. BYLAWS**

### **Bylaws of Survivor**

6.01. The bylaws of PRIVATE FUNDING SPECIALISTS, INC., as existing on the Effective Date of the merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided in the bylaws or as provided by law.

## **ARTICLE 7. NATURE AND SURVIVAL OF WARRANTIES**

### **Nature and Survival of Representations and Warranties**

7.01. All Statements contained in any memorandum, certificate, letter, document, or other instrument delivered by or on behalf of SEAGULL FINANCIAL CORPORATION, PRIVATE FUNDING SPECIALISTS, INC., or the stockholders pursuant to this Agreement shall be deemed representations and warranties made by the respective parties to each other under this Agreement. The covenants, representations, and warranties of the parties and the stockholders shall survive for a period of three years after the Effective Date. No inspection, examination, or audit made on behalf of the parties or the stockholders shall act as a waiver of any representation or warranty made under this Agreement.

## **ARTICLE 8. TERMINATION**

### **Circumstances**

8.01. This Agreement may be terminated and the merger may be abandoned at any time prior to the filing of the Articles of Merger with the Secretary of State, notwithstanding the approval of the shareholders of the constituent corporation:

At the election of the Board of Directors of the constituent corporation if:

(1) The number of shareholders of the constituent corporation, dissenting from the merger shall be so large as to make the merger, in the opinion of the Board of Directors, inadvisable or undesirable.

(2) Any material litigation or proceeding shall be instituted or threatened against the constituent corporation, or any of its assets, that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(3) Any legislation shall be enacted that, in the opinion of the Board of Directors, renders the merger inadvisable or undesirable.

(4) Between the date of this Agreement and the Effective Date, there shall have been, in the opinion of the Board of Directors, any materially adverse change in the business or condition, financial or otherwise, of the constituent corporation.

#### **Notice of and Liability on Termination**

8.02. If an election is made to terminate this Agreement and abandon the merger:

(a) The President or any Vice President of the constituent corporation shall give immediate written notice of the election to the surviving (acquiring) corporation.

(b) On the giving of notice as provided in Subparagraph (a), this Agreement shall terminate and the proposed merger shall be abandoned, and except for payment of its own costs and expenses incident to this Agreement, there shall be no liability on the part of the constituent corporation as a result of the termination and abandonment.

### **ARTICLE 9. INTERPRETATION AND ENFORCEMENT**

#### **Further Assurances**

9.01. SEAGULL FINANCIAL CORPORATION agrees that from time to time, as and when requested by the Surviving Corporation or by its successors or assigns, it will execute and deliver or cause to execute and delivered all deeds and other instruments. SEAGULL FINANCIAL CORPORATION further agrees to take or cause to be taken any further or other actions as the Surviving Corporation may deem necessary or desirable to vest in, to perfect in, or to conform of record or otherwise to the Surviving Corporation title to and possession of all the property, rights, privileges, powers, and franchises referred to in Article 1 of this Agreement, and otherwise to carry out the intent and purposes of this Agreement.

#### **Notices**

9.02. Any notice or other communication required or permitted under this Agreement shall be properly given when deposited with the United States Postal Service for transmittal by certified or registered mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, or when deposited with Federal Express or United Parcel Service, or similar reputable messenger service, charges prepaid or prearranged, addressed as follows:

(a) In the case of SEAGULL FINANCIAL CORPORATION, to: ALICIA S. MORENO or to such other person or address as SEAGULL FINANCIAL CORPORATION may from time to time request in writing.

(b) In the case of PRIVATE FUNDING SPECIALISTS, INC., to: WILLIAM C. DAVIS or to such other person or address as PRIVATE FUNDING SPECIALISTS, INC. may from time to time request in writing.

**Entire Agreement; Counterparts**

9.03. This Agreement and the exhibits to this Agreement contain the entire agreement between the parties with respect to the contemplated transaction. This Agreement may be executed in any number of counterparts, all of which taken together shall be deemed one original .

**Controlling Law**

9.04 The validity, interpretation, and performance of this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, each of the undersigned corporations has caused this Agreement to be signed as of 5<sup>th</sup> day of September 2002

PRIVATE FUNDING SPECIALISTS, INC.

By: 

WILLIAM C. DAVIS, President

ATTEST:

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SEAGULL FINANCIAL CORPORATION

By: 

WILLIAM C. DAVIS, PRESIDENT

ATTEST:

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