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Florida Department of State
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**MERGER OR SHARE EXCHANGE
TD INSURANCE, INC.**

Certificate of Status	0
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Page Count	07
Estimated Charge	\$70.00

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ARTICLES OF MERGER
FOR THE MERGER
of
Bowditch Insurance Corporation
a Florida corporation,
into
TD Insurance, Inc.
a Maine corporation
(the Surviving Corporation)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to sections 607.1105 and 607.1107, F.S.

1. The name of the surviving corporation is TD Insurance, Inc., a Maine corporation.
2. The name of the merging corporation is Bowditch Insurance Corporation, a Florida corporation.
3. Attached hereto is a copy of the Plan of Merger.
4. The merger shall become effective at 11:59 p.m. on June 15, 2011.
5. The Plan of Merger was adopted by the Board of Directors of TD Insurance, Inc. by unanimous written consent as of June 1, 2011 and approved by the sole shareholder of TD Insurance, Inc. on June 1, 2011.
6. The Plan of Merger was adopted by the Board of Directors of Bowditch Insurance Corporation by unanimous written consent as of June 1, 2011 and approved by the sole shareholder of Bowditch Insurance Corporation on June 1, 2011.

Date: June 1, 2011

TD Insurance, Inc.

By: _____

Name: Joseph Fico
Title: President

Date: June 1, 2011

Bowditch Insurance Corporation

By: _____

Name: Raynor Bowditch,
Title: President

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TD Insurance, Inc.

By: _____

Name: Joseph Fico

Title: President

Date: June 1, 2011

Bowditch Insurance Corporation

By: Raynor Bowditch

Name: Raynor Bowditch,

Title: President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered as of June 15, 2011, by and among TD Insurance, Inc., a Maine corporation with its principal place of business in South Portland, Maine ("TD Insurance") and Bowditch Insurance Corporation, Florida corporation with a principal place of business in Jacksonville, Florida (Bowditch).

WITNESSETH:

WHEREAS, TD Insurance is a subsidiary of TD Bank, N.A.; and

WHEREAS, Bowditch is a subsidiary of TD Insurance; and

WHEREAS, the Board of Directors and the Shareholders of TD Insurance and Bowditch deem it advisable and in the mutual best interests of all entities that Bowditch be merged into TD Insurance with TD Insurance being the surviving entity, under and pursuant to the laws of the State of Maine and the State of Florida on the terms and conditions set forth herein; and

Now therefore, the parties hereto agree as follows:

ARTICLE I
MERGER

1.1 Parties. The parties to the merger are:

a. TD Insurance is a corporation organized under the laws of the State of Maine with its registered office being located at South Portland, Maine.

b. Bowditch Insurance Corporation is a corporation organized under the laws of the State of Florida with its registered office being located at Jacksonville, Florida.

1.2 Merger. As of the effective date, Bowditch shall be merged with and into TD Insurance in accordance with the laws of the State of Maine and the State of Florida.

1.3 Name of Surviving Entity. The name of the surviving entity shall be "TD Insurance, Inc."

1.4 Cessation of Entity Existence. As of the effective date, the separate existence of Bowditch shall cease.

1.5 Effect of Merger on TD Insurance as Surviving Corporation. All rights, privileges, powers, and franchises of each of the merging entities, and all property, real, personal, and mixed, of each of the merging entities, and all debts due on whatever account, and all choses in action and all other property or interest belonging to each of the merging entities shall be taken by and deemed to be transferred to and vested in TD Insurance as surviving entity without need of further act or deed or conveyance. From and after the effective date, TD Insurance, as the surviving entity, shall be subject to all of the rights and duties of a corporation organized under the Maine Business Corporation Act and shall be liable and responsible for all liabilities and obligations of each of the merging entities. The rights of the creditors of each of the merging entities and the rights of any person dealing with such entities or any liens upon the property of such entities 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 and TD Insurance as the surviving corporation may be proceeded against or substituted in place of the merging entity. The corporate identity, existence, purposes, powers, franchises, rights, immunities and liabilities of TD Insurance shall continue unaffected and unimpaired by the merger.

ARTICLE II
TERMS AND CONDITIONS

2.1 Effective Date. The merger shall become effective at 11:59 p.m. on June 15, 2011 (the "Effective Date").

2.2 Approvals and Actions. Prior to the effective date, each merging entity shall take all actions as shall be necessary or

appropriate in order to effect the merger including formal board of manager, board of director approval, shareholder approval, and the filing of necessary and proper articles and certificates with the Secretary of State for Maine and the Secretary of State for Florida. Each entity will take the necessary steps to report the merger to appropriate federal and state tax and regulatory authorities. Each entity shall file as part of its federal tax return all information required by Section 368 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") and shall assure that each shareholder shall file the information required by Section 368 of the Internal Revenue Code. Each entity shall make comparable filings with State tax authorities as required by law. Each entity shall notify all other taxing and regulatory authorities of the merger and shall secure the substitution of TD Insurance as the surviving corporation for all registrations, licenses, certificates, permits, and other documents.

It is intended that for United States federal income tax purposes (i) the Merger will qualify as a "reorganization" within the meaning of Section 368(a)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) this Agreement and Plan of Merger will constitute a plan of reorganization within the meaning of Treasury Regulation Section 1.368-2(g). Neither the Bank nor TD Bank, N.A. will take any action inconsistent with the treatment of the Merger as a reorganization within the meaning of Section 368(a)(1) of the Code.

2.3 Further Assurances. If at any time after the effective date, TD Insurance shall determine that any further conveyance, assignment, or other document or action is necessary or desirable in order to vest in or confirm to it full title to the property, assets, rights, privileges, and franchises of each of the merging entities, the officers and directors of each merging entities shall take such actions and execute and deliver all such instruments as may be necessary or desirable to vest in and confirm to TD Insurance title to and possession of all of such property, assets, rights, privileges, immunities and franchises and otherwise carry out the purposes of this Agreement and Plan of Merger.

ARTICLE III

GOVERNANCE OF SURVIVING ENTITY

3.1 Articles of Incorporation. The Articles of Incorporation of the surviving entity shall be the same as the existing articles of incorporation of TD Insurance. No changes will be made to the Articles of Incorporation pursuant to the merger, other than the name change.

3.2 By-laws. The By-laws of the surviving entity shall be the same as the existing By-laws of TD Insurance. No changes will be made to the By-laws pursuant to the merger, other than the name change.

3.3 Directors. The existing directors of TD Insurance shall be the directors of the surviving entity.

3.4 Officers. The existing officers of TD Insurance shall be the officers of the surviving entity.

ARTICLE IV

CONVERSION AND CANCELLATION OF SHARES

4.1 Capitalization of TD Insurance. TD Insurance has authorized capital consisting of (1) Fifteen Thousand (15,000) shares of Common Stock of which Five Thousand Nine Hundred Forty-Five (5,945) shares are currently issued and outstanding, all of which are owned by TD Bank, N.A. and (2) Three Thousand (3,000) shares of Preferred Stock of which Six Hundred Fourteen (614) shares are currently issued and outstanding, all of which are owned by TD Bank, N.A. The capitalization of TD Insurance will be unchanged by the Merger.

4.2 Capitalization of Bowditch. Bowditch has authorized capital consisting of One Thousand (1,000) Shares of Common Stock, of which One Hundred (100) shares are currently issued and outstanding, all of which are owned by TD Insurance.

4.3 Cancellation of Bowditch Shares. As of the effective date, all outstanding shares of Bowditch shall be deemed cancelled and certificates representing shares of Bowditch shall be delivered to the secretary of TD Insurance for cancellation.

ARTICLE V

AUTHORITY TO ABANDON MERGER

5.1 Abandonment. The Board of Directors of TD Insurance and Bowditch may, in their sole discretion, at any time prior to the effective date and the filing of articles or certificates of merger with the Secretary of State of Maine and the Secretary of State Florida by resolution duly adopted, abandon this Agreement and Plan of Merger if such Board of Directors deems such action necessary, desirable, and in the best interests of the entities. In the event of such abandonment, this Agreement and Plan of Merger shall be void and shall have no further effect. Such abandonment and termination shall not give rise to liability on the part of any entity or its directors, members, officers, managers, or shareholders.

ARTICLE VI
MISCELLANEOUS

6.1 Applicable Law. This Agreement shall be governed by the laws of Maine and the laws of Florida as they relate to the mergers of corporations.

6.2 Complete Agreement. This Agreement represents the complete and entire agreement of the parties. There are no agreements, understandings, restrictions, or warranties between the parties other than as set forth herein.

6.3 Amendment. This Agreement may be amended only by an agreement in writing executed by both entities.

6.4 Waiver. The parties may by written agreement extend the time for performance of any of the obligations or other acts of a party to this Agreement, waive any inaccuracies in any warranty or representation contained herein, or waive compliance with any of the terms or conditions of this Agreement.

6.5 Notices. All notices required or permitted to be given hereunder shall be given in writing and shall be deemed given when delivered in person or by confirmed delivery given by Federal Express or other nationally recognized courier service or three (3) business days after mailing by certified mail, postage prepaid, addressed to the parties as follows: For each of TD Insurance and Bowditch:

Legal Department
P.O. Box 9540
Portland, Maine 04112

6.6 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of such counterparts shall constitute but one agreement.

6.7 Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

6.8 Binding Effect. This Agreement shall inure to the benefit of and be binding on all parties and their successors and assigns.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been signed, executed, acknowledged, and delivered by the duly authorized officers of each of the undersigned corporations pursuant to the authorization of the Board of Directors and Shareholders of TD Insurance and Bowditch.

WITNESS:

TD Insurance, Inc.

By: _____

Joseph Fico, President

Bowditch Insurance Corporation

Nancy L. Anderson

By: *Raynor Bowditch*

Raynor Bowditch, President

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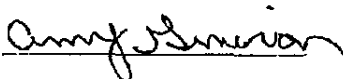
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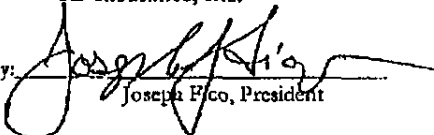
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WITNESS:



TD Insurance, Inc.
By: 
Joseph Pico, President

Bowditch Insurance Corporation

By: _____
Raynor Bowditch, President