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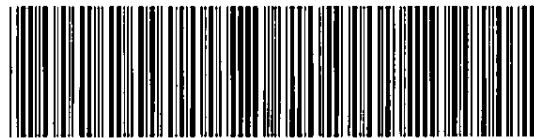
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Insurance Office of America, Inc

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Greg Masters

Contact Person

Insurance Office of America, Inc.

Firm/Company

1855 W. State Rd 434

Address

Longwood, FL 32750

City, State and Zip Code

Greg.masters@ioausa.com

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

For further information concerning this matter, please call:

Tony Tatum at (407) 998-4181

Name of Contact Person

Area Code

Daytime Telephone Number

☐ Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

AGREEMENT AND PLAN OF MERGER

THE AGREEMENT AND PLAN OF MERGER is hereby adopted this 1st day of January 2025, by **INSURANCE OFFICE OF AMERICA, INC.**, a Florida corporation ("**IOA**"), and **EAGLE AMERICAN INSURANCE AGENCY, LLC**, a Florida limited liability company ("**Eagle**"), said entities being sometimes hereinafter collectively referred to as the "**Constituent Parties**".

WHEREAS, IOA was formed by filing Articles of Incorporation on November 29, 1984, which Articles of Incorporation were amended and restated as of June 6, 1986 and further amended on April 11, 2000, December 19, 2001 and December 31, 2001 (as amended and restated, the "**IOA Articles**");

WHEREAS, Eagle was formed by filing Articles of Organization on April 10, 2012, which Articles of Organization were amended on September 17, 2012 and May 20, 2014;

WHEREAS, IOA is the sole member of Eagle;

WHEREAS, the Constituent Parties deem it advisable that Eagle be merged into IOA under the laws of the State of Florida in the manner proved therefore pursuant to Florida Statutes Chapters 605 and 607.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the Constituent Parties have agreed, and do hereby plan to merge upon the terms and conditions below stated.

1. **Merger.** Eagle will merge with and into IOA in accordance with the laws of the State of Florida and this Agreement (the "**Merger**"). The legal existence of Eagle shall cease when it is merged into IOA. The existence of IOA shall remain unimpaired as the surviving corporation following the Merger (the "**Surviving Corporation**").
2. **Name of Surviving Corporation.** The name of the Surviving Corporation shall be "Insurance Office of America, Inc."
3. **Cancellation of Interests in Eagle.** At the Effective Time, by virtue of the Merger and without any action on the part of any person or entity, all of the equity interests of Eagle outstanding immediately before the Effective Time shall be cancelled and cease to exist. All of the equity interests of the Surviving Corporation outstanding immediately before the Effective Time shall remain outstanding after the Effective Time
4. **Effective Time.** Unless terminated earlier pursuant to Section 10, the Merger shall become effective on the day and at the time on which Articles of Merger, in substantially the form attached hereto as Exhibit A ("**Articles of Merger**"), have been signed and filed in accordance with the laws of the State of Florida (the "**Effective Time**").
5. **Articles of Incorporation.** At the Effective Time, the IOA Articles shall continue to be the Articles of Incorporation of the Surviving Corporation.

6. **Bylaws.** At the Effective Time, the Bylaws of IOA, dated as of June 10th, 1986, as amended by the Amended and Restated By-Laws of IOA, dated January 31, 2000, shall continue to be the Bylaws of the Surviving Corporation.

7. **Appraisal Rights.** After the Effective Time, the Surviving Corporation shall pay to any member of Eagle with appraisal rights the amount to which such member is entitled under the applicable provisions of Florida Statutes Chapter 605.

8. **Merger of Interests and Assumption of Liabilities.** At the Effective Time, the Constituent Parties shall be deemed merged as provided by statute. All rights, privileges, immunities, powers, and franchises of a public or private nature, and all property, real, personal, or mixed, of Eagle shall be taken and deemed transferred, and shall be vested in Surviving Corporation without further act or deed; but Surviving Corporation shall thenceforth be liable for all debts, liabilities, obligations, duties, and penalties of the Constituent Parties, and all such debts, liabilities, obligations, duties, and penalties shall thenceforth attach to Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities, obligations, duties, and penalties had been incurred or contracted by Surviving Corporation. When requested by Surviving Corporation, Eagle shall execute and deliver all deeds and other instruments deemed by Surviving Corporation to be necessary in order to vest Surviving Corporation with title to and possessions of all rights and property of Eagle.

9. **Further Assurances.** If at any time after the Effective Time, the Surviving Corporation considers or is advised that any other actions or things are necessary or desirable (a) to vest, perfect, or confirm of record or otherwise in the Surviving Corporation its right, title, or interest in, to or under any of the rights, properties, or assets of Eagle or (b) to otherwise carry out the provisions of this Agreement, the sole member of Eagle is authorized, in the name and on behalf of Eagle, to execute and deliver all proper deeds, assignments, confirmation, and assurances in law, and do all such actions as may be necessary or desirable to vest, perfect, or confirm in the Surviving Corporation all rights, title, and interests in, to, and under such rights, properties, or assets or to otherwise carry out this Agreement.

10. **Termination and Abandonment of Merger.**

a. *Termination by Mutual Consent.* This Agreement may be terminated at any time before the Effective Time by the mutual consent of Eagle and IOA.

b. *Effective of Termination.* If this Agreement is terminated pursuant to this Section 10:

- (i) This Agreement shall become void and of no further force or effect, with no liability or obligation on the part of IOA or Eagle, except that nothing in this provision shall relieve any party of any liability for willful breach of this Agreement.
- (ii) The Merger may be abandoned; and
- (iii) IOA and Eagle shall each bear its own costs associated with this Agreement and all transactions contemplated by this Agreement.

11. **Miscellaneous.**

- a. *Headings.* The headings in this Agreement are included for convenience only and shall affect neither the construction or interpretation of any provision in this Agreement nor any of the rights or obligations of the parties to this Agreement.
- b. *Notices.* Any notice, request, demand, or other communication required or permitted under this Agreement may be delivered in person, delivered by certified mail return receipt requested, or delivered by facsimile transmission. Deliveries by certified mail or by facsimile transmission will be sent to the following address:

- (i) In the case of IOA, to:

Insurance Office of America, Inc.
1855 W State Road 434
Longwood, Florida 32750
Attention: [Heath] Ritenour

or to any other person or address specified in a written notice provided by IOA to Eagle in the manner provided by this paragraph.

- (ii) In the case of Eagle, to

Eagle American Insurance Agency, LLC
1855 W State Road 434
Longwood, Florida 32750
Attention: [Heath] Ritenour

or to any other person or address specified in a written notice provided by Eagle to IOA in the manner provided by this paragraph.

- c. *Binding Nature.* This Agreement shall be binding on and inure to the benefit of the parties to this Agreement.
- d. *Applicable Law.* The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida applicable to contracts entered into and to be performed wholly within the State of Florida.
- e. *Exhibits and Schedules.* The exhibits and schedules attached to this Agreement by this reference are incorporated into and constitute a part of this Agreement.
- f. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Constituent Parties have caused their respective names to be signed hereto by the president and secretary, thereunto duly authorized by their respective managers or directors, as the case may be.

INSURANCE OFFICE OF AMERICA, INC.

Witness: Donna Schwartz By: [Signature]
Name: Heath Ritenour
Title: Chairman
Witness: Kim Donache

EAGLE AMERICAN INSURANCE AGENCY, LLC

Witness: Donna Schwartz By: [Signature]
Name: Heath Ritenour
Title: Manager
Witness: Kim Donache

EXHIBIT A
ARTICLES OF MERGER
[Attached]

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with Chapters 605 and 607, Florida Statutes.

FIRST: The exact name, jurisdiction of formation, and entity type for each merging entity are: (a) Insurance Office of America, Inc., a Florida corporation, and (b) Eagle American Insurance Agency, LLC, a Florida limited liability company.

SECOND: The exact name, jurisdiction of formation, and entity type of the surviving entity is: Insurance Office of America, Inc., a Florida corporation.

THIRD: The attached Agreement and Plan of Merger meets the requirements of Chapters 605 and 607, Florida Statutes, and was approved by each domestic limited liability company and corporation that is a party to the merger in accordance with Chapters 605 and 607, Florida Statutes. The Agreement and Plan of Merger does not require approval by the shareholders of Insurance Office of America, Inc.

FOURTH: The surviving entity has obtained the written consent of each person who, as a result of the merger, will have interest holder liability under Section 605.1023(1)(b) of Chapter 605, Florida Statutes, and whose approval is required, if any.

FIFTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the articles of incorporation or bylaws of any corporation or the regulations or articles of organization of any limited liability company that is a party to the merger.

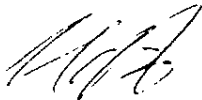
SIXTH: The surviving entity has agreed to pay to any members of the merging limited liability company with appraisal rights the amount to which such members are entitled under the applicable provisions of Chapter 605, Florida Statutes.

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

EIGHTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

NINTH: Signatures for each party:

Insurance Office of America, Inc.,
a Florida corporation

By: 
Name: Heath Ritenour
Title: Chairman

Eagle American Insurance Agency, LLC,
a Florida limited liability company

By: 
Name: Heath Ritenour
Title: Manager

Agreement and Plan of Merger

[Attached]

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