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MERGER OR SHARE EXCHANGE

AMERICAN EXCESS RISK, INC.

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**STATE OF FLORIDA
ARTICLES OF MERGER
OF
AMERICAN EXCESS RISK, INC.
a Florida corporation
INTO
AMERICAN EXCESS RISK, INC.
a Georgia corporation**

EFFECTIVE DATE

Pursuant to Florida Statutes Section 607.1105 entitled "Merger," the undersigned corporations adopt the following Articles of Merger:

FIRST: The Plan of Merger ("Plan of Merger") attached hereto as Exhibit A was adopted by the Board of Directors and the shareholders of American Excess Risk, Inc., a Florida corporation (the "Merged Corporation") on January 24, 2006. The Plan of Merger was adopted by the Board of Directors and the shareholders of American Excess Risk, Inc., a Georgia corporation (the "Surviving Corporation") on January 24, 2006.

SECOND: The Effective Date and Time of these Articles of Merger shall be 12:01 a.m. on February 1, 2006.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger this 24 day of January, 2006.

MERGED CORPORATION:

AMERICAN EXCESS RISK, INC. (Florida)

By: Alph H Browne
Alph H. Browne, President

SURVIVING CORPORATION:

AMERICAN EXCESS RISK, INC. (Georgia)

By: Alph H Browne
Alph H. Browne, President

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EXHIBIT "A"

**AGREEMENT AND PLAN OF MERGER OF
AMERICAN EXCESS RISK, INC. (FLORIDA)
WITH AND INTO
AMERICAN EXCESS RISK, INC. GEORGIA)**

This Agreement and Plan of Merger (the "Agreement") is made and entered into this 24 day of January, 2006, by and between AMERICAN EXCESS RISK INC., a Florida corporation ("AER-Florida"), and AMERICAN EXCESS RISK INC., a Georgia corporation ("AER-Georgia") (AER-Florida and AER-Georgia being sometimes collectively referred to in this Plan as the "Constituent Corporations").

WITNESSETH

WHEREAS, AER-Florida is a corporation organized under the laws of the State of Florida with its principal office therein located at Welaka, Florida;

WHEREAS, AER-Georgia is a corporation organized under the laws of the State of Georgia with its principal office therein located at 905A Green Street Circle, Gainesville, Georgia;

WHEREAS, the laws of the State of Georgia and the laws of the State of Florida permit a merger of the Constituent Corporations;

WHEREAS, AER-Florida desires to merge with and into AER-Georgia in order to effect a change in the place of organization of the Surviving Corporation; and

WHEREAS, the Boards of Directors and shareholders of each of the Constituent Corporations have determined that it is advisable and for the benefit of each of the Constituent Corporations that AER-Florida merge with and into AER-Georgia on the terms and conditions hereinafter set forth, and by resolutions duly adopted have adopted the terms and conditions of this Agreement; and

WHEREAS, The parties intend that the merger qualifies as a reorganization under Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended, regarding a change in the place of organization of AER-Florida so that no gain or loss will be recognized by AER-Florida for federal income tax purposes;

NOW, THEREFORE, for and in consideration of the premises and of the mutual agreements, promises and covenants contained herein, it is agreed by and between the parties hereto, subject to the conditions hereinafter set forth and in accordance with the Georgia Business Corporation Code and the Florida Business Corporation Act, that AER-Florida shall be and hereby is, at the Effective Date (as hereinafter defined), merged with and into AER-Georgia (with AER-Georgia subsequent to such merger being referred to in this Plan as the "Surviving Corporation"), with the corporate existence of the Surviving Corporation to be continued under the name "Excess Benefits, Inc.," and that the terms and conditions of the merger hereby agreed upon, the mode of carrying the same into effect, the manner of converting shares are and shall be as follows:

Section 1 Merger

1.1. On the Effective Date, AER-Florida shall be merged with and into AER-Georgia, and AER-Georgia shall continue in existence and the merger shall in all respects have the effect provided for in Section 14-2-1106 of the Georgia Business Corporation Code and Section 607.1106 of the Florida Business Corporation Act.

1.2. Without limiting the foregoing, on and after the Effective Date, the separate existence of AER-Florida shall cease, and, in accordance with the terms of this Agreement, the title to all real estate and other property owned by each of the Constituent Corporations shall be vested in the Surviving Corporation without reversion or impairment; the Surviving Corporation shall have all liabilities of each of the Constituent Corporations; and any proceeding pending against any Constituent Corporation may be continued as if the merger did not occur or the Surviving Corporation may be substituted in its place.

1.3. Prior to and from and after the Effective Date, the Constituent Corporations shall take all such action as shall be necessary or appropriate in order to effectuate the merger. If at any time the Surviving Corporation shall consider or be advised that any further assignments or assurances in law or any other actions are necessary, appropriate or desirable to vest in said corporation, according to the terms hereof, the title to any property or rights of AER-Florida, the last acting officers of AER-Florida, or the corresponding officers of the Surviving Corporation, shall and will execute and make all such proper assignments and assurances and take all action necessary and proper to vest title in such property or rights in the Surviving Corporation, and otherwise to carry out the purposes of this Agreement.

Section 2 Terms of Transaction

Upon the Effective Date, each holder of an outstanding certificate or certificates which immediately prior thereto represented shares of AER-Florida Common Stock will, upon surrender of such certificate or certificates, be entitled to a certificate or certificates representing the same number of shares of AER-Georgia Common Stock of the Surviving Corporation.

Section 3 Directors and Officers

The persons who are directors and officers of AER-Georgia immediately prior to the Effective Date shall continue as the directors and officers of the Surviving Corporation and shall continue to hold office as provided in the bylaws of the Surviving Corporation.

Section 4 Articles of Incorporation and Bylaws

4.1. From and after the Effective Date, the Articles of Incorporation of AER-Georgia, as in effect at such date, shall be the Articles of Incorporation of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

4.2. From and after the Effective Date, the bylaws of AER-Georgia, in effect at such date, shall be the bylaws of the Surviving Corporation and shall continue in effect until the same shall be altered, amended or repealed as therein provided or as provided by law.

Section 5
Shareholder Approval, Effectiveness of Merger

This Agreement shall be submitted for approval to the shareholders of AER-Florida and AER-Georgia as provided by the Georgia Business Corporation Code and the Florida Business Corporation Act. If this Agreement is duly authorized and adopted by the requisite vote or written consents of such shareholders and is not terminated and abandoned pursuant to the provisions of Section 6 hereof, this Agreement shall be executed, and the Certificate of Merger incorporating the terms of this Agreement, shall be filed and recorded in accordance with the laws of the State of Georgia and the laws of the State of Florida as soon as practicable after the last approval by such shareholders. The Board of Directors and the proper officers of the Constituent Corporations are authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Agreement or of the merger herein provided for. The merger shall become effective at 12:01 a.m. on February 1, 2006 (said date is being referred to in this Plan as the "Effective Date").

Section 6
Termination

At any time prior to the filing of the Certificate of Merger by the Secretary of State of Georgia and the Secretary of State of Florida, the Board of Directors of AER-Florida or AER-Georgia may terminate and abandon this Agreement, notwithstanding favorable action on the merger by the shareholders of either such corporation or earlier approval by the Boards of Directors of such corporations.

Section 7
Miscellaneous

7.1. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

7.2. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Georgia.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Constituent Corporations have each caused this Agreement to be executed, their respective corporate seals to be affixed and the foregoing attested, all by their respective duly authorized officers, as of the date hereinabove first written.

AMERICAN EXCESS RISK, INC. (Florida)

By: 
Alph H. Browne, President

[CORPORATE SEAL]

AMERICAN EXCESS RISK, INC. (Georgia)

By: 
Alph H. Browne, President

[CORPORATE SEAL]