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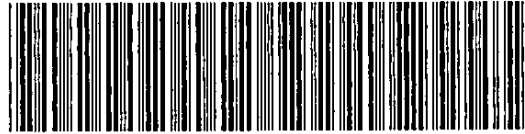
(Business Entity Name)

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FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 MAY 14 AM 9:06

Merger cc
@ 5/17/12



Elizabeth M. Fohl
efohl@cftlaw.com

May 11, 2012

Via Federal Express

Florida Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

**Re: Universal Insurance Managers, Inc.
 Articles of Merger
 Our File No. 03-217**

Dear Sir/Madam:

Please accept for filing an original and one copy of the enclosed Articles of Merger and a check in the amount of \$113.75 (\$35.00 for each merging and \$35.00 for each surviving corporation, as well as \$8.75 for a certified copy of same) payable to the Florida Department of State.

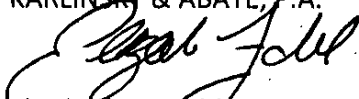
Please return all correspondence concerning this matter to:

Elizabeth M. Fohl, Esq.
Colodny, Fass, Talenfeld, Karlinsky & Abate, P.A.
One Financial Plaza, 23rd Floor
100 Southeast Third Avenue
Fort Lauderdale, Florida 33394
Phone: (954) 492-4010
Fax: (954) 492-1144
E-mail: efohl@cftlaw.com

Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

COLODNY, FASS, TALENFELD,
KARLINSKY & ABATE, P.A.


Elizabeth M. Fohl

Enclosures as noted

CERTIFICATE OF MERGER

of

UNIVERSAL INSURANCE MANAGERS, INC.

with

UIM OF TEXAS, INC.

and

CORNERSTONE GENERAL INSURANCE AGENCY, INC.

THESE ARTICLES OF MERGER ("Articles") are dated as of April 30, 2012, among **UNIVERSAL INSURANCE MANAGERS, INC.**, a Florida corporation, ("UIM"); **UIM OF TEXAS, INC.**, a Texas corporation, ("UIMTX"); and **CORNERSTONE GENERAL INSURANCE AGENCY, INC.**, a California corporation ("CGIA").

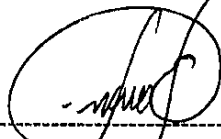
Pursuant to the applicable provisions of § 607.1105 of the Florida Business Corporation Act, § 10.151 of the Texas Business Organizations Code, and § 1108 of the California Corporations Code, UIM, UIMTX, and CGIA adopt the following Articles:

1. The Agreement and Plan of Merger dated April 30, 2012 ("Plan of Merger"), among UIM, UIMTX, and CGIA was approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.
2. More specifically, the Plan of Merger was approved and adopted by the Board of Directors of UIM, UIMTX, and CGIA on November 4, 2011 and Universal Insurance Holdings of North America, Inc. ("UIHNA"), the sole shareholder of UIM, UIMTX, and CGIA, on November 4, 2011, notwithstanding that such approval was not required by UIHNA pursuant to § 607.1103(7) of the Florida Business Corporation Act.
3. Under the Plan of Merger, all issued and outstanding shares of UIM and CGIA will be acquired by means of a merger of UIMTX and CGIA into UIM, with UIM as the surviving corporation ("Merger").
4. The Plan of Merger is attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.
5. Pursuant to all applicable law and the Plan of Merger, the date and time of the effectiveness of the Merger shall be on April 30, 2012.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
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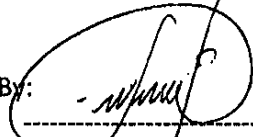
IN WITNESS WHEREOF, the parties have set their hands on May 1, 2012.

UNIVERSAL INSURANCE MANAGERS, INC.

By: 

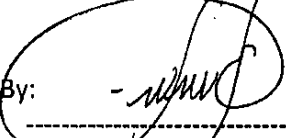
Name: Miguel A. Barrales
Title: President

UIM OF TEXAS, INC

By: 

Name: Miguel A. Barrales
Title: President

CORNERSTONE GENERAL INSURANCE AGENCY, INC.

By: 

Name: Miguel A. Barrales
Title: President

Exhibit "A"

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

Among

UNIVERSAL INSURANCE MANAGERS, INC.

and

UIM OF TEXAS, INC.

and

CORNERSTONE GENERAL INSURANCE AGENCY, INC.

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is dated as of April 30, 2012, among UNIVERSAL INSURANCE MANAGERS, INC., a Florida corporation, ("UIM"); UIM OF TEXAS, INC., a Texas corporation, ("UIMTX"); and CORNERSTONE GENERAL INSURANCE AGENCY, INC., a California corporation ("CGIA").

WHEREAS, UIM is a corporation duly organized and existing under the laws of the State of Florida and has 1,000 shares, \$1.00 par value, of authorized capital stock of which 1,000 shares are designated "Common Stock." As of the date hereof, 1,000 shares of Common Stock, being all of the issued and outstanding shares of UIM, are held by Universal Insurance Holdings of North America, Inc., a Delaware corporation;

WHEREAS, UIMTX is a corporation duly organized and existing under the laws of the State of Texas and has 1,000 shares, \$1.00 par value, of authorized capital stock of which 1,000 shares are designated "Common Stock." As of the date hereof, 1,000 shares of Common Stock, being all of the issued and outstanding shares of UIMTX, are held by Universal Insurance Holdings of North America, Inc., a Delaware corporation;

WHEREAS, CGIA is a corporation duly organized and existing under the laws of the State of California and has 10,000 shares, \$.10 par value, of authorized capital stock of which 10,000 shares are designated "Common Stock." As of the date hereof, 10,000 shares of Common Stock, being all of the issued and outstanding shares of CGIA, are held by Universal Insurance Holdings of North America, Inc., a Delaware corporation;

WHEREAS, the respective Boards of Directors of UIM, UIMTX, and CGIA have determined that it is advisable that UIMTX and CGIA be merged with and into UIM (the "Merger"), with UIM continuing as the surviving corporation in the Merger (the "Surviving Corporation") pursuant and subject to the terms and conditions of this Agreement and applicable law; and

WHEREAS, the Merger is intended to qualify as a "reorganization" under the provisions of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I THE MERGER

1.1 THE MERGER. Upon the terms and subject to the conditions set forth in this Agreement, as adopted in the Certificate of Merger, and in accordance with the Florida Business Corporation Act, Texas Business Organizations Code, and the California Corporations Code, at the Effective Time of the Merger (as defined in **SECTION 1.3**), UIMTX and CGIA shall be merged with and into UIM. As a result of the Merger, the separate existence of UIMTX and CGIA shall cease and UIM shall continue as the Surviving Corporation of the Merger, and all the relevant documentation, as of the Effective Time of the Merger.

1.2 CLOSING. Subject to the terms and conditions of this Agreement, the closing of the Merger (the "Closing") will take place on May 1, 2012 at the offices of UIM, 101 Arthur Andersen Parkway, Sarasota, FL 34232, or at another time, date, and place mutually agreed to by the parties. The Closing shall be consummated by the execution and acknowledgement of this Agreement and Plan of Merger and the Article of Merger in accordance with applicable law.

1.3 EFFECTIVE TIME OF THE MERGER. This Agreement and Plan of Merger and the Articles of Merger shall be filed with the Secretaries of State of California, Florida, and Texas. The parties shall effectuate the filing of all required documentation, and the payment of any required filing fee, so as to establish April 30, 2012 as the effective time of the Merger (the "Effective Time of the Merger").

1.4 EFFECT OF THE MERGER. At the Effective Time of the Merger, the effect of the Merger shall be as provided in Fla. Stat. § 607.1106; Tex. Bus. Orgs. 10.008; and Cal. Corp. §§ 1107-1107.5. UIMTX and CGI shall merge into the Surviving Corporation and the separate existence of UIMTX and CGIA shall cease. The right, title, and interest in all real estate and any other property of whatsoever nature or kind, or any interest therein, owned by UIMTX and CGIA shall be vested in the Surviving Corporation without reversion or impairment. The Surviving Corporation shall at the Effective Time of Merger be responsible and liable for all the liabilities and obligations of UIMTX and CGIA.

1.5 TAKING OF NECESSARY ACTION. Prior to the Effective Time of the Merger, the parties hereto shall exercise reasonable best efforts to do or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable, in accordance with this Agreement and applicable law.

ARTICLE II
CHARTER DOCUMENTS, DIRECTORS AND OFFICERS

2.1 ARTICLES OF INCORPORATION. At the Effective Time of the Merger, the Articles of Incorporation of UIM as in effect immediately prior to the Effective Time of the Merger attached as Exhibit "A" shall continue in full force and effect as the Articles of Incorporation of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.2 BYLAWS. At the Effective Time of the Merger, the Bylaws of UIM as in effect immediately prior to the Effective Time of the Merger attached as Exhibit "B" shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 DIRECTORS AND OFFICERS. At the Effective Time of the Merger, the directors and officers of UIM immediately prior to the Effective Time of the Merger shall be the directors and officers of the Surviving Corporation until their respective successors shall have been duly elected and qualified or until as otherwise provided by law, or the Articles of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation. The directors and officers of UIMTX and CGIA shall deliver written resignations of their positions at or prior to the Closing.

ARTICLE III
EFFECT OF THE MERGER ON THE CAPITAL STOCK OF THE CONSTITUENT CORPORATIONS

3.1 EFFECT ON CAPITAL STOCK. As of the Effective Time of the Merger, by virtue of the Merger and without any action on the part of UIM, UIMTX, or CGIA or the holders of the shares of any of the foregoing each share of UIMTX and CGIA Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled and retired and all rights in respect thereof shall cease to exist without any conversion thereof or payment therefor and no other consideration shall be delivered in exchange therefor.

3.2 TAX CONSEQUENCES. It is intended by the parties hereto that the Merger shall constitute reorganization within the meaning of Section 368 of the Code.

ARTICLE IV
CONDITIONS PRECEDENT

4.1 CONDITIONS TO EACH PARTY'S OBLIGATION TO EFFECT THE MERGER. The respective obligation of each party to effect the Merger shall be subject to the satisfaction at or prior to the Closing of the following conditions:

4.1.1 BOARD OF DIRECTORS APPROVALS. This Agreement shall have been adopted by the Board of Directors of UIM, UIMTX, and CGIA, and executed by the duly authorized representative of each entity.

4.1.2 STOCKHOLDER APPROVALS. This Agreement shall have been approved and adopted by the sole stockholder of UIM, UIMTX, and CGIA to the extent, but only to the extent, required by applicable law.

4.1.3 GOVERNMENT OR REGULATORY APPROVALS. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any court or governmental authority of competent jurisdiction necessary for the consummation of the transaction contemplated by this Agreement shall have been filed, occurred or been obtained other than filings relating to the Merger, if failure to make such filing or obtain such approval would not be materially adverse to the ability of UIM to conduct business following consummation of the Merger. This includes any notices of the Merger or change in corporate structure that must be given to regulatory authorities.

4.1.4 LEGAL ACTION. No temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal restraint or prohibition (an "Injunction") preventing the consummation of the Merger shall be in effect, nor shall any proceeding brought by any administrative agency or commission or other governmental authority or instrumentality, domestic or foreign, selling any of the foregoing be pending. In the event an Injunction shall have been issued, each party agrees to use its reasonable diligent efforts to have the Injunction lifted.

4.1.5 TRANSFER DOCUMENTS. Any documents necessary to effectuate this Merger including purchase and sale agreements, deeds, bills of sale, assignments, consents to assignments, and any other related instruments shall have been duly executed and delivered at Closing. Any other documents necessary for the continuation and operation of the business affairs of UIM shall have been assumed or assigned for the benefit of UIM.

ARTICLE V TERMINATION, AMENDMENT, AND WAIVER

5.1 TERMINATION. This Agreement may be terminated at any time prior to the Effective Time of the Merger, (1) on the unanimous agreement of the boards of directors of the constituent corporations; or (2) by action of the board of directors of any one or more of the constituent corporations on the happening of any of the following events:

(a) If the Merger is not approved by the sole shareholder of the constituent corporations on or before the Closing Date;

(b) If any material administrative action or judicial proceeding is instituted or threatened against any of the constituent corporations or their assets;

(c) If, between the date of this Agreement and the Closing Date, there has been, in the opinion of such board of directors, a material adverse change in the business or financial condition of or affecting any of the constituent corporations;

(d) If, on or before Closing, the Internal Revenue Code of 1986 has been amended, in substance, so that the Merger will not qualify as a reorganization under Section 368 and that no gain or loss will be recognized to the sole stockholder of the constituent corporations on the exchange of their common stock for the common stock of the Surviving Corporation;

(e) If, without the prior written consent of each of the constituent corporations, any of them shall have engaged in any transaction prohibited by this Agreement.

5.2 EFFECT OF TERMINATION. In the event of termination of this Agreement as provided in SECTION 5.1, this Agreement shall forthwith become void and there shall be no liability or obligation on the part of UIM, UIMTX, and CGIA or their respective officers or directors.

5.3 EXPENSES. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by UIM.

5.4 AMENDMENT. This Agreement may be amended by the parties hereto by action taken by their respective Boards of Directors at any time before or after the approval of matters presented in connection with the Merger by the sole stockholder of UIM, UIMTX, and CGIA (to the extent such approval is required); PROVIDED THAT after any such stockholder approval, no amendment shall be made that requires the further approval of sole stockholder without obtaining such further approval. Such amendment shall be in writing signed on behalf of each of the parties hereto.

ARTICLE VI GENERAL PROVISIONS

6.1 NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to UIM, UIMTX, or CGIA:

Universal Insurance Managers, Inc./UIM of Texas, Inc./
Cornerstone General Insurance Agency, Inc.
Attn: Jorge Gomez
101 Arthur Andersen Parkway
Sarasota, FL 34232
Fax: 941 378-8835

If to Universal Insurance Holdings of North America, Inc.:

Universal Insurance Holdings of North America, Inc.
Attn: Jorge Gomez
101 Arthur Andersen Parkway
Sarasota, FL 34232
Fax: 941 378-8835

6.2 SEVERABILITY. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

6.3 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to such subject matter and, except as otherwise expressly provided herein, is not intended to confer upon any other person any rights or remedies hereunder.

6.4 ASSIGNMENT. This Agreement shall not be assigned by operation of law or otherwise.

6.5 PARTIES OF INTEREST. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.6 COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto

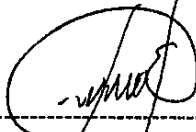
were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

6.7 GOVERNING LAW. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida (excluding the choice-of-law rules thereof).

IN WITNESS WHEREOF, UIM, UIMTX, and CGIA have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

UNIVERSAL INSURANCE MANAGERS, INC.

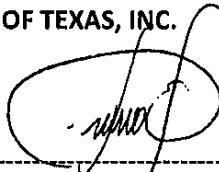
By:



Name: Miguel A. Barrales
Title: President

UIM OF TEXAS, INC.

By:



Name: Miguel A. Barrales
Title: President

CORNERSTONE GENERAL INSURANCE AGENCY, INC.

By:



Name: Miguel A. Barrales
Title: President