

DEC. 1, 2011 10:09AM

CORPORATION SERVICE COMPANY

NO. 3546 P. 1

705000005939

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**MERGER OR SHARE EXCHANGE  
EVEREN CAPITAL CORPORATION**

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*merger 12/5/11*

## ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>EVEREN Capital Corporation</u>	<u>Delaware</u>	<u>705000005939</u>

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/ applicable)
<u>JWGenesis Financial Group, Inc.</u>	<u>Florida</u>	<u>P94000031198</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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Third: The Plan of Merger is attached.

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

OR 12 / 01 / 20 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on \_\_\_\_\_

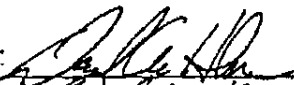
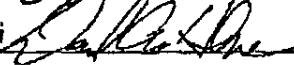
The Plan of Merger was adopted by the board of directors of the surviving corporation on November 30, 2011 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 30, 2011

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on \_\_\_\_\_ and shareholder approval was not required.

(Attach additional sheets if necessary)

**Seventh: SIGNATURES FOR EACH CORPORATION**Name of CorporationSignature of an Officer or  
DirectorTyped or Printed Name of Individual & TitleJWGenesis Financial GroupDavid A. Hebner, DirectorEVEREN Capital CorporatiDavid A. Hebner, Director

**PLAN AND AGREEMENT OF MERGER OF  
JWGENESIS FINANCIAL GROUP, INC.  
WITH AND INTO  
EVEREN CAPITAL CORPORATION**

This PLAN AND AGREEMENT OF MERGER (this "Agreement"), made this 30<sup>th</sup> day of November, 2011, by and between JWGenesis Financial Group, Inc., a Florida corporation ("JWGenesis") or the ("Merging Entity"), and EVEREN Capital Corporation, a Delaware corporation, ("EVEREN") or the ("Surviving Entity"), sets forth the terms and conditions upon which the Merging Entity shall be merged with and into the Surviving Entity.

**RECITALS**

WHEREAS, the Merging Entity is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida; and

WHEREAS, the Surviving Entity is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; and

WHEREAS, the board of directors and sole shareholder of the Merging Entity and the board of directors and the sole shareholder of the Surviving Entity have approved, and deem it advisable and in the best interests of the Merging Entity and the Surviving Entity, respectively, to consummate a business combination transaction whereby the Merging Entity will merge with and into the Surviving Entity on such terms and provisions as set forth herein (the "Merger").

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of the Merger and the mode of carrying it into effect, as follows:

**ARTICLE I  
CONSTITUENT ENTITIES**

Section 1.1 Entity to be Merged. The entity that will be merged pursuant to this Agreement is JWGenesis Financial Group, Inc., the ("Constituent Entity").

Section 1.2 Name of Surviving Entity. EVEREN Capital Corporation shall be the surviving entity and as the surviving entity shall retain the name EVEREN Capital Corporation.

**ARTICLE II  
TERMS AND CONDITIONS OF THE MERGER**

Section 2.1 Merger and Effect. The Merger shall be consummated as more fully set forth herein and shall be effective as provided in Section 2.2 below. The Surviving Entity shall continue to be governed by the laws of the State of Delaware, and the separate existence of JWGenesis shall thereby cease. The Merger shall be consummated pursuant to, and have the

effect provided by, the applicable provisions of the Florida Corporation Company Act and the Delaware Business Corporation Act.

Section 2.2 Effective Time. The Merger shall become effective as of 12:01 a.m. on December 1, 2011 or such other time and date as may be determined by an appropriate officer of JWGenesis and EVEREN (the "Effective Time").

Section 2.3 Rights of Constituent Entities. From and after the Effective Time, the Surviving Entity shall, to the extent consistent with its Articles of Incorporation (as herein defined), possess all of the rights, privileges, immunities and franchises, of a public and private nature, of the Constituent Entity. All property (real, personal and mixed), all debts due on whatever account (and all other choses in action) and all and every other interest (of or belonging to or due to the Constituent Entity) shall be taken and deemed to be transferred to and vested in the Surviving Entity, without further act or deed. Title to any real estate, or any interest therein, vested in the Constituent Entity shall not revert to or be in any way impaired by reason of the Merger.

Section 2.4 Debts and Liabilities of Merging Entity. From and after the Effective Time, the Surviving Entity shall thenceforth be responsible and liable for all debts, liabilities, obligations, duties and penalties of the Constituent Entity, and the same shall thenceforth attach to the Surviving Entity and may be enforced against the Surviving Entity to the same extent as if said debts, liabilities, obligations, duties and penalties had been incurred or contracted by the Surviving Entity. No liability or obligation due as of the Effective Time, or then becoming due, nor any claim or demand for any cause then existing against the Constituent Entity (or any stockholder, member, director, manager, partner or officer thereof) shall be released or impaired by the Merger. All rights of creditors and all liens upon property of the Constituent Entity shall be preserved unimpaired. Any existing claim and any action or proceeding, civil or criminal, pending by or against the Constituent Entity may be prosecuted as if the Merger had not occurred, with the Surviving Entity being substituted in place of JWGenesis, and any judgment rendered against the Constituent Entity may be enforced against the Surviving Entity.

### ARTICLE III

#### ARTICLES OF INCORPORATION AND BYLAWS

Section 3.1 Articles of Incorporation. At the Effective Time, the Articles of Incorporation of the Surviving Entity (the "Articles of Incorporation") shall continue to be the Articles of Incorporation of the Surviving Entity, and no change to such Articles of Incorporation shall be effected by the Merger.

Section 3.2 Bylaws. At the Effective Time, the bylaws of the Surviving Entity (the "Bylaws") shall continue to be the Bylaws of the Surviving Entity, and no change to such Bylaws shall be effected by the Merger. After the Effective Time, the Bylaws may be amended and modified, from time to time, in accordance with its terms and applicable law.

Section 3.3 Directors and Officers of the Surviving Entity. At the Effective Time, the directors and officers of the Surviving Entity (the "Management") shall continue to be the

directors and officers of the Surviving Entity, subject to the Articles of Incorporation, the Bylaws and the laws of the State of Florida, and no change to the Management shall be effected by the Merger. After the Effective Time, the Management may be restructured and modified, from time to time, in accordance with the Articles of Incorporation, the Bylaws and the laws of the State of Florida.

#### ARTICLE IV

##### MANNER AND BASIS OF CONVERTING OWNERSHIP INTERESTS

Section 4.1 Ownership Interests of Merging Entity. At the Effective Time, by virtue of the Merger, each issued and outstanding share of capital stock in the Merging Entity immediately prior to the Effective Time shall be deemed cancelled and cease to exist, without any action on the part of the holder thereof and without consideration therefor, and shall not be converted into any interest of the Surviving Entity.

Section 4.2 Ownership Interests in Surviving Entity. At the Effective Time, each issued and outstanding share of capital stock in the Surviving Entity immediately prior to the Merger (i) shall not be converted, exchanged or altered in any manner as a result of the Merger, (ii) shall remain the only outstanding ownership interests in the Surviving Entity, and (iii) shall continue to be held in accordance with the Articles of Incorporation and the Bylaws.

Section 4.3 No Additional Security Issuance. No cash, shares, units, securities, certificates or obligations will be distributed or issued as a result of the Merger.

#### ARTICLE V

##### MISCELLANEOUS

Section 5.1 Termination of Agreement. This Agreement may be terminated by the action of either of the Constituent Entities at any time prior to the Effective Time.

Section 5.2 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and the State of Delaware.

Section 5.3 Amendments. Except as provided in Section 5.1, this Agreement may be amended, modified or supplemented only in writing signed by a duly authorized representative of each of the Constituent Entities.

Section 5.4 Construction; Counterparts. The headings preceding the text of Articles and Sections of this Agreement are for convenience only and shall not be deemed part of this Agreement. In case any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

**Section 5.5 Further Assurances.** Each of the Constituent Entities agrees to take such further actions and to execute or cause to be executed such additional documents, instruments or agreements as are necessary or desirable in order to carry out the intent and purposes of this Agreement.

**Section 5.6 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Constituent Entities and their respective successors and assigns.

**Section 5.7 Entire Agreement; Binding Effect.** This Agreement constitutes the complete agreement of the Constituent Entities with respect to the subject matter hereof, supersedes all prior discussions, negotiations and understandings, and shall be binding and effective as of the date hereof.

**Section 5.8 Filings.** For purposes of any filings required by the State of Florida and/or State of Delaware, this Agreement may be condensed or otherwise modified from its original form to comport with applicable filing requirements or typical format of the State of Florida and the State of Delaware.

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, this Plan and Agreement of Merger has been executed the date first written above.

**MERGING ENTITY:**

**JWGENESIS FINANCIAL GROUP, INC.**

By: 

Name: David A. Hebner

Title: Secretary

**SURVIVING ENTITY:**

**EVEREN CAPITAL CORPORATION**

By: 

Name: David A. Hebner

Title: Director