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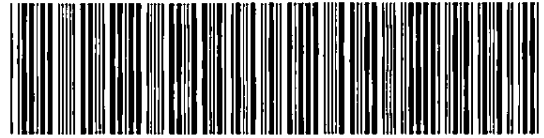
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17 DEC 21 AM 9:15
ST. LOUIS, MO
TALAMON

2017 DEC 21 PM 6:01

Merger

R. WHITE

DEC 22 2017

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 976800 7175508

AUTHORIZATION :

COST LIMIT :

\$70,000

ORDER DATE : December 21, 2017

ORDER TIME : 1:26 PM

ORDER NO. : 976800-010

CUSTOMER NO: 7175508

ARTICLES OF MERGER

SCARBOROUGH COMPANY INSURANCE,
INC.

INTO

HUB INTERNATIONAL MIDWEST
LIMITED

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Roxanne Turner

EXAMINER'S INITIALS: _____

FILED

17 DEC 21 AM 9:15

ARTICLES OF MERGER

(Profit Corporations)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
HUB INTERNATIONAL MIDWEST LIMITED	INDIANA	F06000004991

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
SCARBOROUGH COMPANY INSURANCE, INC.	FLORIDA	434748

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 / 31 / 2017 (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.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

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 12/15/2017

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ 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 12/15/2017

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)

Typed or Printed Name of Individual & Title

JULIE HUTCHINSON, VICE PRESIDENT

JULIE HUTCHINSON, VICE PRESIDENT

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
HUB INTERNATIONAL MIDWEST LIMITED	INDIANA

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
SCARBOROUGH COMPANY INSURANCE, INC.	FLORIDA

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

SEE ATTACHED EXHIBIT A.

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

N/A

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 15, 2017 (the "Agreement"), between SCARBOROUGH COMPANY INSURANCE, INC., a Florida corporation ("Scarborough"), and HUB INTERNATIONAL MIDWEST LIMITED, an Indiana corporation ("Hub Midwest").

RECITALS

WHEREAS, the sole shareholder and all of the members of the Board of Directors of Scarborough and the sole shareholder and all of the members of the Board of Directors of Hub Midwest have determined that it is in the best interests of their respective companies and owners to merge Scarborough into Hub Midwest pursuant to the terms and conditions of this Agreement (the "Merger").

WHEREAS, Hub Midwest owns one hundred percent (100%) of the issued and outstanding shares of Scarborough.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I MERGER

1.1 The Merger. At the Effective Time (as defined below), Scarborough shall merge with and into Hub Midwest, the separate legal existence of Scarborough shall cease, and Hub Midwest shall continue as the surviving corporation in the Merger (the "Surviving Corporation").

1.2 Effective Time. The Merger shall become effective as of 11:59:59 p.m. on December 31, 2017 (the "Effective Time").

1.3 Effects of the Merger. At and after the Effective Time, the Merger shall have the effects set forth in the Florida Business Corporation Act (the "FBCA") and the Indiana Business Corporation Law (the "IBCL"). Without limiting the generality of the foregoing, at the Effective Time, all of the property (real, personal and mixed), rights, privileges, powers and franchises of whatsoever nature and description of Scarborough shall vest in the Surviving Corporation, and all debts, liabilities and duties of Scarborough shall become the debts, liabilities and obligations of the Surviving Corporation.

1.4 Equity.

(a) All issued and outstanding shares of Scarborough shall be surrendered and extinguished as of the Effective Time.

(b) The issued shares of the Surviving Corporation shall not be converted in any manner, rather each such share which is issued as of immediately prior to the Effective Time shall continue to represent one issued share of the Surviving Corporation.

1.5 Name of Surviving Corporation. The name of the Surviving Corporation shall be Hub International Midwest Limited.

1.6 Articles of Incorporation and By-Laws of Surviving Corporation. From and after the Effective Time until thereafter amended as provided by applicable law, (a) the Articles of Incorporation of Hub Midwest, as in effect immediately prior to the Effective Time, shall be the Articles of

Incorporation of the Surviving Corporation, and (b) the By-Laws of Hub Midwest, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation.

1.7 Directors and Officers of the Surviving Corporation. From and after the Effective Time, the directors and officers of Hub Midwest immediately prior to the Effective Time shall continue in office as the directors and officers of the Surviving Corporation, in each case to hold office until their respective successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the provisions of the Articles of Incorporation and By-Laws of the Surviving Corporation and the IBCL.

1.8 Further Assurances. Each party shall use commercially reasonable efforts to take, or cause to be taken, such other actions and to execute and deliver, or cause to be executed and delivered, such other documents, certificates and instruments as may be reasonably requested by the other party or as may otherwise be necessary to confirm the rights and obligations provided for in this Agreement and to make effective the transactions contemplated hereby.

ARTICLE 2 GENERAL PROVISIONS

2.1 Counterparts. This Agreement may be executed and delivered (including by facsimile or other electronic transmission) in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same agreement.

2.2 Amendment. This Agreement shall not be amended except by an instrument in writing signed on behalf of each party hereto.

2.3 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any third party any right, remedy or claim under or by reason of this Agreement.

2.4 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If, however, any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or any other provisions hereof, unless such a construction would be unreasonable.

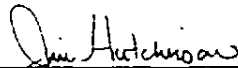
2.5 Governing Law. Except to the extent the FBCA shall govern the Merger, this Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Indiana, without regard to any choice of law or conflict of law rules.

2.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

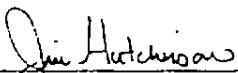
[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Agreement and Plan of Merger to be executed and delivered by its duly authorized representative as of the date first written above.

SCARBOROUGH COMPANY INSURANCE, INC.

By: 
Julie Hutchinson, Vice President

HUB INTERNATIONAL MIDWEST LIMITED

By: 
Julie Hutchinson, Vice President