

**706000005345**

Florida Department of State  
Division of Corporations  
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To: Division of Corporations  
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Account Number : FCA000000023  
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**MERGER OR SHARE EXCHANGE  
HUB INTERNATIONAL NORTHEAST LIMITED**

Certificate of Status	0
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**A. LUNT**

DEC 19 2012

**EXAMINER**

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TALLAHASSEE, FLORIDA

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**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** HUB INTERNATIONAL NORTHEAST LIMITED  
Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

NANCY GONZALES

Contact Person

HUB INTERNATIONAL LIMITED

Firm/Company

55 E. JACKSON

Address

CHICAGO, IL 60604

City/State and Zip Code

NANCY.GONZALES@HUBINTERNATIONAL.COM

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

For further information concerning this matter, please call:

STEVEN M. WEISS

Name of Contact Person

At ( 312 )

346-8380

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

**(Profit Corporations)**

**First: The name and jurisdiction of the surviving corporation:**

HUB INTERNATIONAL NORTHEAST LIMITED	DELAWARE	FD6000005345
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CLC RISK SERVICES, INC.	FLORIDA	P08000045329
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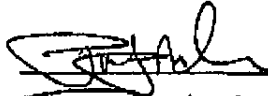
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or  
Director

Typed or Printed Name of Individual & Title

HUB INTERNATIONAL NORTHEAST LIMITED



PHILIP ADLER, VICE PRESIDENT

CLC RISK SERVICES, INC.



PHILIP ADLER, VICE PRESIDENT

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HALLAMSSON & ASSOCIATES  
P.L.L.C.

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## **PLAN OF MERGER**

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

**First:** The name and jurisdiction of the surviving corporation:

Name

Jurisdiction

HUB INTERNATIONAL NORTHEAST LIMITED

DELAWARE

**Second:** The name and jurisdiction of each merging corporation:

Name

Jurisdiction

CLC RISK SERVICES, INC.

FLORIDA

\_\_\_\_\_

\_\_\_\_\_

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**Third:** The terms and conditions of the merger are as follows:

SEE ATTACHED.

**Fourth:** The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation 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, or 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.

*(Attach additional sheets if necessary)*

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:  
NONE

OR

Restated articles are attached:  
N/A

Other provisions relating to the merger are as follows:  
SEE ATTACHED.

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 14, 2012 (the "Agreement"), between CLC RISK SERVICES, INC., a Florida corporation ("CLC"), and HUB INTERNATIONAL NORTHEAST LIMITED, a Delaware corporation ("Hub Northeast").

### RECITALS

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

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), CLC shall merge with and into Hub Northeast, the separate legal existence of CLC shall cease, and Hub Northeast 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 28, 2012 (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 Delaware General Corporation Law (the "DGCL") and the Florida Business Corporation Act (the "Florida Law"). 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 CLC shall vest in the Surviving Corporation, and all debts, liabilities and duties of CLC shall become the debts, liabilities and obligations of the Surviving Corporation.

1.4 Equity.

(a) All issued and outstanding shares of CLC 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 Northeast 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 Northeast, 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 Northeast, as in effect immediately prior to the Effective Time, shall be the By-Laws of the Surviving Corporation.

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CLC RISK SERVICES, INC.  
HUB INTERNATIONAL NORTHEAST LIMITED  
WILMINGTON, DELAWARE

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1.7 Directors and Officers of the Surviving Corporation. From and after the Effective Time, the directors and officers of Hub Northeast 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 DGCL.

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 Florida Law shall govern the Merger, this Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware, 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.

CLC RISK SERVICES, INC.

By:   
Philip Adler, Vice President

HUB INTERNATIONAL NORTHEAST LIMITED

By:   
Philip Adler, Vice President

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2012 DEC 18 PM 4:00  
CLERK OF DISTRICT COURT  
MILWAUKEE, WISCONSIN