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TALLAHASSEE, FLORIDA

MERGER OR SHARE EXCHANGE

RISK SPECIALISTS COMPANIES INSURANCE AGENCY, INC.

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8-1-09

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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:

EFFECTIVE DATE

8-1-09

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Risk Specialists Companies Insurance Agency, Inc.</u>	<u>Massachusetts</u>	_____

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Florida Risk Specialists, Inc.</u>	<u>Florida</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 08 / 01 / 09 (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 June 29, 2009.

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 June 29, 2009.

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 CORPORATIONName of CorporationSignature of an Officer or
DirectorTyped or Printed Name of Individual & TitleRisk Specialists Companies
Insurance Agency, Inc.

Matthew F. Power, President

Florida Risk Specialists, Inc.



Matthew F. Power, President

PLAN OF MERGER

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:

Jurisdiction

Risk Specialists Companies Insurance
Agency, Inc.

Massachusetts

Second: The name and jurisdiction of each merging corporation:

Jurisdiction

Florida Risk Specialists, Inc.

Florida.

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

See attached Agreement and Plan of Merger.

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 Agreement and Plan of Merger.

(Attach additional sheets if necessary)

AGREEMENT
AND
PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Plan of Merger") dated as of the 30th day of June, 2009, for the merger of **RISK SPECIALISTS COMPANIES INSURANCE AGENCY, INC.** (the "Surviving Corporation"), a Massachusetts corporation with a principal place of business in Boston, Massachusetts, and the several corporations (each individually a "Merging Corporation") that are identified by name, state of incorporation, and principal place of business in Schedule A to this Plan of Merger;

WHEREAS, the Surviving Corporation and each Merging Corporation have determined that it is in the best respective business, administrative and financial interests of each such entity to merge their business operations and thereafter to engage in and transact the business thereof as a single business entity; and

WHEREAS, the Surviving Corporation and each Merging Corporation have determined by appropriate corporate action to effect such merger in accordance with and pursuant to the terms and conditions of this Plan of Merger; and

WHEREAS, the Surviving Corporation and each Merging Corporation each have a single, common shareholder;

NOW, THEREFORE, the merger of the Surviving Corporation and each Merging Corporation be and hereby is effected in accordance with and pursuant to the terms and conditions hereinafter set forth.

1. The Merger

(a) Upon the performance of all agreements, covenants and obligations set forth in this Plan of Merger and subject to the satisfaction of all conditions to such performance (other than any agreements, covenants, obligations and conditions as shall have been duly waived in accordance with the terms hereof), each Merging Corporation shall merge (the "Merger") with and into the Surviving Corporation, with the Surviving Corporation to be the corporation that survives the Merger.

(b) The Merger shall be effected in accordance with and pursuant to the following:

- (i) The terms and conditions of this Plan of Merger;
- (ii) *Articles of Merger* to be executed and delivered by the Surviving Corporation and each Merging Corporation as required by the provisions of *Massachusetts General Laws*, Chapter 156D, Section 11.06;

- (iii) The provisions of *Massachusetts General Laws*, Chapter 156D, Sections 11.02, 11.04, 11.06 and 11.07, and such other provisions of Massachusetts law as may be applicable to the Merger; and
- (iv) *Articles of Merger*, *Certificates of Merger* or similar documents, as the case may be, to be respectively executed and delivered by the Surviving Corporation and each individual Merging Corporation as required by the applicable provisions of law of the state in which each such Merging Corporation is incorporated (individually a "Merging Corporation State Merger Law"), and such other provisions of law of the state in which each individual Merging Corporation is incorporated as may be applicable to the Merger.

2. Effective Date

The Merger shall be effective as of 12:01 a.m. on August 1, 2009 (the "Effective Date"), provided that the conditions to the Merger that are set forth in Section 8 of this Plan of Merger shall have been satisfied or complied with on or prior to such date.

3. Effects of the Merger

The Merger shall as of the Effective Date have each of the effects that are described and set forth in *Massachusetts General Laws*, Chapter 156D, Section 11.07, and shall have each of the effects that are described and set forth under each Merging Corporation State Merger Law that respectively is applicable to each Merging Corporation, the foregoing to include, without limitation, the immediate and simultaneous occurrence of each of the following without further act or deed on the part of the Surviving Corporation or any Merging Corporation:

- (i) The entirety of the estate, assets, properties, powers, franchises, goodwill, rights, contract rights, privileges, immunities, debts, liabilities and obligations of each Merging Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith and responsible therefor without restriction, reversion or impairment, including, without limitation, the payment of all fees and taxes from any Merging Corporation that shall be outstanding as of the Effective Date as required by applicable law;
- (ii) The separate and individual legal and corporate existence of each Merging Corporation shall cease and terminate; and
- (iii) The Surviving Corporation shall survive the Merger, and the existence, purposes, powers, estate, assets, properties, franchises, rights, contract rights, privileges, immunities, debts, liabilities and obligations of the Surviving Corporation shall continue unaffected and unimpaired by the Merger.

4. Continuity of Business Enterprise

The Surviving Corporation shall continue the business activities and operations of each Merging Corporation from and after the Effective Date by (i) combining and consolidating the business activities and operations of each Merging Corporation with the business activities and operations of the Surviving Corporation, and thereafter transacting and engaging in the business of a property/casualty insurance broker/producer and a surplus lines insurance broker (and any other business purpose whatsoever authorized under applicable Massachusetts law) as a single business entity in accordance with the applicable provisions of law in each state in which the Surviving Corporation is to transact business, and (ii) utilizing the assets and properties owned by each Merging Corporation on and as of the Effective Date.

5. Conversion and Exchange of Capital Stock

(a) The number of issued and outstanding shares of each of the Surviving Corporation and of each Merging Corporation is as set forth in Schedule B to this Plan of Merger. The shares of each such entity are common shares of a single class except as specifically stated in said Schedule B, all of which such shares are entitled to vote.

(b) All of the issued and outstanding shares of the capital stock of each Merging Corporation on and as of the Effective Date shall, by virtue of the Merger and without any action on the part of the holder and owner of the same, be cancelled, extinguished and cease to exist, and each such share of the capital stock of each Merging Corporation thereupon no longer shall be deemed outstanding or to have any rights.

(c) No shares of the capital stock of the Surviving Corporation shall be issued or delivered to the shareholder of any Merging Corporation by virtue of the Merger, and no other securities of the Surviving Corporation, monetary amount or other consideration shall be paid or delivered by the Surviving Corporation to the shareholder of any Merging Corporation by virtue of the Merger, whether under this Agreement or otherwise, it being agreed by the Surviving Corporation and each Merging Corporation that converting the shares of the capital stock of each Merging Corporation into shares of the capital stock of the Surviving Corporation, or paying or delivering other securities of the Surviving Corporation, monetary amount or other consideration shall not be required to effect the Merger by reason of the Surviving Corporation and each Merging Corporation having a single, common shareholder.

(d) Any shares of the capital stock of each Merging Corporation that may be held in treasury thereby on and as of the Effective Date shall, by virtue of the Merger and without any action on the part of such Merging Corporation or otherwise, be cancelled, extinguished and cease to exist.

(e) Each share of the capital stock of the Surviving Corporation that is issued and outstanding as of the Effective Date shall continue following the Merger to represent one (1) issued and outstanding share of the capital stock thereof.

6. Articles of Organization and By-Laws

(a) The *Articles of Organization* of the Surviving Corporation that are in effect on and as of the Effective Date shall remain in effect and shall constitute the *Articles of Organization* of the Surviving Corporation following the Merger without amendment, modification or revision unless and until the same thereafter may be amended in accordance with the provisions of *Massachusetts General Laws*, Chapter 156D.

(b) The *By-Laws* of the Surviving Corporation that are in effect on and as of the Effective Date shall remain in effect and shall constitute the *By-Laws* of the Surviving Corporation following the Merger without amendment, modification or revision unless and until the same thereafter may be amended in accordance with the provisions of the *By-Laws* and the provisions of *Massachusetts General Laws*, Chapter 156D.

7. Directors and Officers

(a) The Directors and Officers of the Surviving Corporation who are in office on and as of the Effective Date shall remain in such respective offices and shall be and shall constitute the Directors and Officers of the Surviving Corporation following the Merger, each such individual to retain the respective position(s) and term(s) of office held thereby on and as of the Effective Date and to continue to serve in such capacity or capacities until the successor thereof is duly elected and qualified in accordance with the *By-Laws* of the Surviving Corporation.

(b) The Directors and Officers of each Merging Corporation who are in office on and as of the Effective Date shall, by virtue of the Merger and without any action on the part of any such person, be deemed to have resigned from the respective positions thereof with the applicable Merging Corporation effective as of the Effective Date.

8. Conditions to the Merger

The Merger shall be subject to satisfaction of each of the following conditions on or prior to the Effective Date:

- (i) This Plan of Merger shall have been adopted by the respective Board of Directors and approved by the respective Shareholders of the Surviving Corporation and of each Merging Corporation, and shall remain in effect without amendment unless any such amendment has been approved by each such Board of Directors and Shareholders in accordance with the respective *By-Laws* thereof and the provisions of applicable law;
- (ii) *Articles of Merger* shall have been executed and delivered by the Surviving Corporation and each Merging Corporation, and thereafter shall have been filed with and approved by the Commissioner of Insurance of the Commonwealth of Massachusetts, the Secretary of the Commonwealth of Massachusetts, and otherwise as may be required by applicable law;

- (iii) *Articles of Merger, Certificates of Merger* or similar documents as the case may be, shall have been executed and delivered by the Surviving Corporation and by each respective Merging Corporation in accordance with the applicable provisions of each respective Merging Corporation State Merger Law, and thereafter shall have been filed with and approved as required under and pursuant to the applicable provisions of each respective Merging Corporation State Merger Law and such other provisions of law as may be applicable thereto;
- (iv) The Surviving Corporation and each Merging Corporation shall have performed and complied with all conditions to the Merger as respectively set forth and required therefor in this Plan of Merger;
- (v) The Surviving Corporation and each Merging Corporation shall have executed all agreements, documents and instruments as may be reasonable, necessary and appropriate to consummate and effect the Merger;
- (vi) The Surviving Corporation and each Merging Corporation shall have obtained such consents, authorizations and approvals in addition to those otherwise expressed in this Plan of Merger as may be reasonable, necessary and appropriate to consummate and effect the Merger; and
- (vii) No injunction, order, decree or other relief of any court or regulatory authority having the force of law shall have issued and be in effect that enjoins, restrains, prohibits, modifies or prevents the consummation of the Merger.

9. Governing Law and Construction

(a) The Merger constitutes the merger of the Surviving Corporation as a Massachusetts domestic corporation and of each Merging Corporation as a foreign corporation under and in accordance with the provisions of *Massachusetts General Laws, Chapter 156D, Sections 11.02, 11.04, 11.06 and 11.07*, and under and in accordance with the applicable provisions of each Merging Corporation State Merger Law as the same applies to each respective Merging Corporation. This Plan of Merger shall be construed and interpreted in accordance with and governed by the provisions of the same.

(b) This Plan of Merger contemplates a tax-free merger of each Merging Corporation with and into the Surviving Corporation in a corporate reorganization that is effected pursuant to the provisions of Section 368(a)(1)(A) of the *Internal Revenue Code*.

[Signature Pages Follow.]

IN WITNESS WHEREOF, this Plan of Merger has been executed and delivered as of the date and year first set forth above by the respective duly authorized representatives of the Surviving Corporation and of each Merging Corporation.

**RISK SPECIALISTS COMPANIES INSURANCE
AGENCY, INC.**

By: [Signature]
Title: PRESIDENT

**A.I. RISK SPECIALISTS
OF MISSOURI, INC.**

By: [Signature]
Title: PRESIDENT

EASTERN RISK SPECIALISTS, INC.

By: [Signature]
Title: PRESIDENT

FLORIDA RISK SPECIALISTS, INC.

By: [Signature]
Title: PRESIDENT

LOUISIANA RISK SPECIALISTS, INC.

By: [Signature]
Title: PRESIDENT

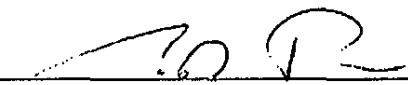
MICHIGAN RISK SPECIALISTS, INC.

By: [Signature]
Title: PRESIDENT

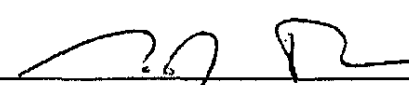
**MIDWESTERN RISK SPECIALISTS,
INC.**

By: [Signature]
Title: PRESIDENT

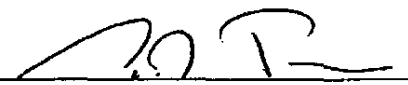
NEVADA RISK SPECIALISTS, INC.

By: 
Title: President

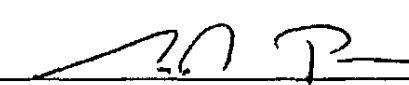
NORTHWESTERN RISK SPECIALISTS, INC.

By: 
Title: President

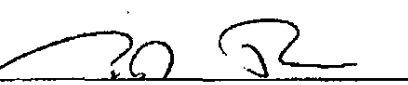
**RISK SPECIALISTS COMPANY OF
THE CAROLINAS, INC.**

By: 
Title: President

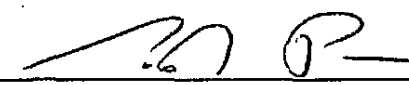
**RISK SPECIALISTS COMPANY OF
COLORADO, INC.**

By: 
Title: President


**RISK SPECIALISTS COMPANY OF
MINNESOTA, INC.**

By: 
Title: President


**RISK SPECIALISTS COMPANY OF
NEW JERSEY, INC.**

By: 
Title: President

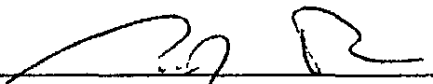
**RISK SPECIALISTS COMPANY OF
NEW YORK, INC.**

By: 
Title: President

**RISK SPECIALISTS COMPANY OF
OHIO, INC.**

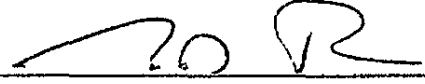
By: 
Title: President

**SOUTHEASTERN RISK SPECIALISTS,
INC.**

By: 

Title: President

SOUTHERN RISK SPECIALISTS, INC.

By: 

Title: President

WESTERN RISK SPECIALISTS, INC.

By: 

Title: President

Schedule A

Each of the following as identified by name, state of incorporation and principal place of business is a merging corporation under this Plan of Merger:

A.I. Risk Specialists of Missouri, Inc.
Missouri
Clayton, Missouri

Eastern Risk Specialists, Inc.
Pennsylvania
Philadelphia, Pennsylvania

Florida Risk Specialists, Inc.
Florida
Tampa, Florida

Louisiana Risk Specialists, Inc.
Louisiana
New Orleans, Louisiana

Michigan Risk Specialists, Inc.
Michigan
Southfield, Michigan

Midwestern Risk Specialists, Inc.
Illinois
Chicago, Illinois

Nevada Risk Specialists, Inc.
Nevada
Las Vegas, Nevada

Northwestern Risk Specialists, Inc.
Washington
Seattle, Washington

Risk Specialists Company of the Carolinas, Inc.
North Carolina
Charlotte, North Carolina

Risk Specialists Company of Colorado, Inc.
Colorado
Denver, Colorado

Risk Specialists Company of Minnesota, Inc.
Minnesota
Minneapolis, Minnesota

Risk Specialists Company of New Jersey, Inc.
New Jersey
Berkeley Heights, New Jersey

Risk Specialists Company of New York, Inc.
New York
New York, New York

Risk Specialists Company of Ohio, Inc.
Ohio
Cleveland, Ohio

Southeastern Risk Specialists, Inc.
Georgia
Atlanta, Georgia

Southern Risk Specialists, Inc.
Texas
Dallas, Texas

Western Risk Specialists, Inc.
Arizona
Los Angeles, California

Schedule B

The issued and outstanding shares of the Surviving Corporation and of each Merging Corporation are as follows:

Surviving Corporation:

Risk Specialists Companies Insurance Agency, Inc. 1,000 shares

Merging Corporations:

A.I. Risk Specialists of Missouri, Inc.	1,000 shares
Eastern Risk Specialists, Inc.	200 shares
Florida Risk Specialists, Inc.	1,000 shares
Louisiana Risk Specialists, Inc.	1,000 shares
Michigan Risk Specialists, Inc.	1,000 shares
Midwestern Risk Specialists, Inc.	10 shares
Nevada Risk Specialists, Inc.	1,000 shares
Northwestern Risk Specialists, Inc.	1,000 shares
Risk Specialists Company of Colorado, Inc.	500 shares
Risk Specialists Company of Minnesota, Inc.	1,000 shares
Risk Specialists Company of New Jersey, Inc.	1,000 shares
Risk Specialists Company of New York, Inc.	10 shares
Risk Specialists Company of Ohio, Inc.	500 shares
Risk Specialists Company of the Carolinas, Inc.	100 shares
Southeastern Risk Specialists, Inc.	500 shares
Southern Risk Specialists, Inc. (Class A)	100 shares
(Class B)	100 shares
Western Risk Specialists, Inc.	2,000 shares