

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Howden Insurance Services, Inc.

Name of Surviving Party

The enclosed Certificate of Merger and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to:

Tracy Keill

Contact Person

Howden Insurance Services, Inc.

Firm/Company

1100 5th Avenue South, Suite 301

Address

Naples, FL 34102

City, State and Zip Code

tkcill@dualcommercial.com

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

For further information concerning this matter, please call:

Tracy Keill

at (973)

631-7575 x 150

Name of Contact Person

Area Code

Daytime Telephone Number

☒ Certified copy (optional) \$30.00

STREET ADDRESS:

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

MAILING ADDRESS:

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

**Articles of Merger
For
Florida Limited Liability Company**

The following Articles of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 605.1025, Florida Statutes.

FIRST: The exact name, form/entity type, and jurisdiction for each merging party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Howden Specialty Underwriters, LLC	Florida	LLC
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECOND: The exact name, form/entity type, and jurisdiction of the surviving party are as follows:

<u>Name</u>	<u>Jurisdiction</u>	<u>Form/Entity Type</u>
Howden Insurance Services, Inc.	New Jersey	Corporation
_____	_____	_____

THIRD: The merger was approved by each domestic merging entity that is a limited liability company in accordance with ss.605.1021-605.1026; by each other merging entity in accordance with the laws of its jurisdiction; and by each member of such limited liability company who as a result of the merger will have interest holder liability under s.605.1023(1)(b).

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FOURTH: Please check one of the boxes that apply to surviving entity: (if applicable)

- ☒ This entity exists before the merger and is a domestic filing entity, the amendment, if any to its public organic record are attached.
- ☐ This entity is created by the merger and is a domestic filing entity, the public organic record is attached.
- ☐ This entity is created by the merger and is a domestic limited liability partnership or a domestic limited liability partnership, its statement of qualification is attached.
- ☐ This entity is a foreign entity that does not have a certificate of authority to transact business in this state. The mailing address to which the department may send any process served pursuant to s. 605.0117 and Chapter 48, Florida Statutes is:

FIFTH: This entity agrees to pay any members with appraisal rights the amount, to which members are entitled under ss.605.1006 and 605.1061-605.1072, F.S.

SIXTH: If other than the date of filing, the delayed effective date of the merger, which cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State:

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.

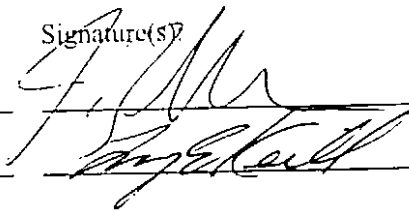
SEVENTH: Signature(s) for Each Party:

Name of Entity/Organization:

Howden Specialty Underwriters, LLC

Howden Insurance Services, Inc.

Signature(s)



Typed or Printed
Name of Individual:

Jonathan Beckham

Tracy Keill

Corporations:

General partnerships:

Florida Limited Partnerships:

Non-Florida Limited Partnerships:

Limited Liability Companies:

Chairman, Vice Chairman, President or Officer
(If no directors selected, signature of incorporator.)

Signature of a general partner or authorized person

Signatures of all general partners

Signature of a general partner

Signature of an authorized person

Fees:	For each Limited Liability Company:	\$25.00	For each Corporation:	\$35.00
	For each Limited Partnership:	\$52.50	For each General Partnership:	\$25.00
	For each Other Business Entity:	\$25.00	Certified Copy (optional):	\$30.00

AGREEMENT AND PLAN OF MERGER, dated as of 31 July, 2018 ("Plan of Merger"), between HOWDEN SPECIALTY UNDERWRITERS, LLC, a Florida limited liability company ("HSU" or the "Merging Entity"), and HOWDEN INSURANCE SERVICES, INC., a New Jersey corporation ("HIS" or the "Surviving Entity"), (collectively the "Constituent Entities").

INTRODUCTION

This Plan of Merger is in compliance with Chapter 10 of Title 14A of the New Jersey Statutes and Title XXXVI Chapter 605 Section 1025 of the Florida Statutes.

The Merging Entity is a corporation duly organized and validly existing under the laws of the State of Florida, having been formed on November 3, 2010.

The Surviving Entity is a corporation duly organized and validly existing under the laws of the State of New Jersey, having been formed on January 8, 2013.

The Merging Entity is wholly owned by Howden Broking Group Limited, a company registered in England and Wales (the "Parent").

The Parent is the sole and managing member of HSU.

Each of the parties hereto deems it desirable, upon the terms and subject to the conditions herein stated, that HSU be merged with and into HIS (the "Merger"), that HIS be the surviving entity, and that all of the outstanding membership certificates of HSU in existence prior to the Merger, all of which are currently held by the Parent, be cancelled.

AGREEMENT

The parties agree as follows:

ARTICLE I THE MERGER

1.1 On the Effective Date (as defined in Section 2.4 hereof), HSU shall merge with and into HIS and continue as one entity, with HIS as the surviving entity. The Surviving Entity will continue its existence under the laws of the State of New Jersey. The Surviving Entity shall make the appropriate filings with the Secretary of State of the State of New Jersey.

1.2 Upon the Effective Date, the identity and separate existence of HSU shall cease, and all of the rights, privileges, powers, properties and assets of HSU shall be vested in the Surviving Entity.

1.3 Upon the Effective Date, all of the outstanding membership certificates of HSU shall, by virtue of the Merger and without any action on the part of any person or entity, be cancelled and terminated.

ARTICLE II AUTHORIZATION

2.1 As a condition to the Merger, the Merger and this Plan of Merger shall have been duly authorized, approved and adopted by HSU as provided by its operating agreement and by HIS as provided by its bylaws.

2.2 Following adoption of this Plan of Merger, a Certificate of Merger, executed in accordance with the laws of the State of New Jersey, shall be filed with the Secretary of State of the State of New Jersey.

2.3 Following adoption of this Plan of Merger, Articles of Merger, executed in accordance with the laws of the State of Florida, shall be filed with the Secretary of State of the State of Florida.

2.4 The Effective Date of the Merger (the "*Effective Date*") shall be 31
JULY, 2018.

2.5 HSU represents and warrants that it validly exists under the laws of the State of Florida as of the date hereof.

2.2 HIS represents and warrants that it validly exists under the laws of the State of New Jersey as of the date hereof.

ARTICLE III EFFECT OF THE MERGER

As of the Effective Date, the effect of the merger shall be as provided by Chapter 10 of Title 14A of the New Jersey Statutes and Title XXXVI Chapter 605 Section 1025 of the Florida Statutes. Without limiting the generality of the foregoing, as of the Effective Date, the separate existence of HSU shall cease and the Surviving Entity shall thereupon possess all the rights, privileges, immunities, powers, authority and franchises, of a public as well as a private nature, and the Surviving Entity shall be subject to all of the restrictions, liabilities obligations and duties of each of the Constituent Entities; and all property, real, personal and mixed, and all debts, liabilities and obligations due to each of the Constituent Entities on whatever account or belong to any of the Constituent Entities shall be vested in the Surviving Entity without further act or deed; and all property, rights, privileges, immunities, powers, authority and franchises, all and every other interest, shall be thereafter as effectually the property of the Surviving Entity as

they were of the Constituent Entities; and all rights of creditors and all liens upon any property of each of the Constituent Entities shall not revert or be in any way impaired by reason of this merger, on only the property affected by such liens immediately prior to the Effective Date. Any action or proceeding pending by or against each of the Constituent Entities at the Effective Date may be prosecuted as if the merger had not taken place, or the Surviving Entity may be substituted in such entity's place.

ARTICLE IV
ORGANIZATIONAL DOCUMENTS

The certificate of incorporation and bylaws of HIS in effect on the Effective Date shall continue to be the certificate of incorporation and bylaws of the Surviving Entity after the Effective Date until amended in accordance with the bylaws of the Surviving Entity and applicable law.

ARTICLE V
DIRECTORS AND OFFICERS

From and after the Effective Date, until successors are duly elected or appointed in accordance with the bylaws of the Surviving Entity and applicable law, the directors and officers of HIS immediately prior to the effectiveness of the Merger shall be the officers of the Surviving Entity.

ARTICLE VI
AMENDMENTS

Subject to applicable law, this Plan of Merger may be supplemented or amended by written agreement of the parties hereto at any time prior to the Effective Date of the Merger. Subject to applicable law, this Plan of Merger may be terminated by the Board of Directors of HIS or the Managing Member of HSU at any time prior to the Effective Time.

ARTICLE VII
GOVERNING LAW; COUNTERPARTS

THIS AGREEMENT AND PLAN OF MERGER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAWS PROVISIONS). THIS PLAN OF MERGER MAY BE EXECUTED IN COUNTERPARTS.

[SIGNATURE PAGE FOLLOWS]

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

HOWDEN BROKING GROUP LIMITED
AS MANAGING MEMBER OF
HOWDEN SPECIALTY UNDERWRITERS, LLC

By: _____
Name:
Title:

HOWDEN INSURANCE SERVICES, INC.

By:  _____
Name: Tracy Keill
Title: Director