

F98000004946

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

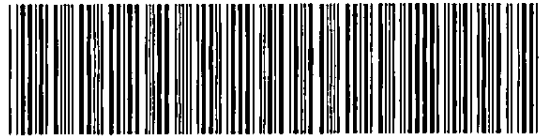
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



500337719605

49 DEC-5 PM 4:44

2019 DEC-5 AM 10:15

ED

C. GOLDEN

DEC - 6 2019

CG

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

ACCOUNT NO. : I20000000195

REFERENCE : 075438 8209622

AUTHORIZATION :

COST LIMIT :

\$70.00

ORDER DATE : December 4, 2019

ORDER TIME : 10:23 AM

ORDER NO. : 075438-030

CUSTOMER NO: 8209622

ARTICLES OF MERGER

*****EFFECTIVE @ 11:30 PM CST 12/31/2019*****

WILLIS OF FLORIDA, INC.

INTO

WILLIS TOWERS WATSON
SOUTHEAST, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Kadesha Roberson

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

OF

WILLIS OF FLORIDA, INC.
(a Florida corporation)

WITH AND INTO

WILLIS TOWERS WATSON SOUTHEAST, INC.
(a Tennessee corporation)

2019 DEC -5 AM 10:15

Pursuant to Section 607.1105 of the Florida Business Corporation Act (the "Act"), the undersigned parties hereby execute, deliver and file the following Articles of Merger.

FIRST: The parties to the merger (the "Merger") are Willis Towers Watson Southeast, Inc., a Tennessee corporation (the "Surviving Corporation"), and Willis of Florida, Inc., a Florida corporation (the "Merging Corporation").

SECOND: The Merger shall become effective at 11:30 pm CST on December 31, 2019.

THIRD: The Agreement and Plan of Merger attached hereto as Exhibit A and incorporated herein by reference ("Plan of Merger"), and the transactions contemplated thereby, including the Merger, were approved by the board of directors and the sole shareholder of the Merging Corporation by an action by written consent on November 25, 2019.


FOURTH: The Plan of Merger and the transactions contemplated thereby, including the Merger, were approved by the board of directors and the sole shareholder of the Surviving Corporation by an action by written consent on November 25, 2019.

FIFTH: The performance of the Plan of Merger and its terms were authorized by all action required under the laws of the State of Tennessee, the bylaws and the charter of the Surviving Corporation, and the laws of the State of Florida, the bylaws and the articles of incorporation of the Merging Corporation.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly caused these Articles of Merger to be executed and delivered as of December 4, 2019.

WILLIS OF FLORIDA, INC.

By: 
Name: William D. B. Neighbors
Title: Secretary

WILLIS TOWERS WATSON SOUTHEAST, INC.


By: 
Name: J. Aaron Smartt
Title: Vice President

EXHIBIT A

Plan of Merger

(see attached)

AGREEMENT AND PLAN OF MERGER

OF

WILLIS OF FLORIDA, INC.
(a Florida corporation)

WITH AND INTO

WILLIS TOWERS WATSON SOUTHEAST, INC.
(a Tennessee corporation)

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of December 4, 2019, by and between Willis Towers Watson Southeast, Inc., a Tennessee corporation (the "Surviving Corporation"), and Willis of Florida, Inc., a Florida corporation and a wholly owned subsidiary of the Surviving Corporation (the "Merging Corporation").

RECITALS

WHEREAS, the Board of Directors of each of the Merging Corporation and the Surviving Corporation has determined that it is desirable and in the best interests of their respective companies and shareholders for the Merging Corporation to be merged with and into the Surviving Corporation (the "Merger") on and subject to the terms and conditions set forth in this Agreement;

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Merging Corporation, in accordance with the Tennessee Business Corporation Act (the "TBCA") and the Florida Business Corporation Act (the "FBCA"), will be merged with and into the Surviving Corporation, the separate existence of the Merging Corporation will cease and the Surviving Corporation will continue as the surviving corporation following the Merger;

WHEREAS, for federal income tax purposes, it is intended that the Merger provided for herein shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the undersigned intend that (i) this Agreement constitutes a "plan of liquidation" within the meaning of Section 332 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations thereunder and (ii) the Merger shall qualify as a complete liquidation of the Merging Corporation under Section 332 of the Code and the Treasury regulations thereunder;

WHEREAS, the parties desire to execute and deliver this Agreement to effectuate the Merger and the other transactions contemplated by this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the representations, warranties, covenants and other agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as set forth in this Agreement.

ARTICLE I: THE MERGER

1.1 The Merger. Upon the terms and subject to the conditions set forth in this Agreement and pursuant to the provisions of, and with the effect provided in the TBCA and the FBCA, at the Effective

Time (as defined below), the Merging Corporation shall be merged with and into the Surviving Corporation (the "Merger"). Following the Merger, the separate existence of the Merging Corporation shall cease, and the Surviving Corporation shall continue as the surviving corporation. The Merger shall be effective as of the Effective Time (defined below). At the Effective Time, (a) all of the properties, rights, privileges, immunities, powers and franchises of the Merging Corporation shall vest in the Surviving Corporation, and (b) all of the debts, liabilities, obligations and duties of the Merging Corporation shall become the debts, liabilities, obligations and duties of the Surviving Corporation.

1.2 Effective Time. Subject to the provisions of this Agreement, the Merger shall become effective in accordance with Sections 48-21-107 and 48-21-108 of the TBCA and Sections 607.1105 and 607.1106 of the FBCA. The date and time when the Merger shall become effective, as aforesaid, is herein called the "Effective Time."

1.3 Organizational Documents. At the Effective Time and as a result of the Merger, (a) the Charter of the Surviving Corporation immediately prior to the Effective Time shall be the Charter of the Surviving Corporation following the Effective Time until thereafter amended or repealed in accordance with the terms thereof and the TBCA, and (b) the Bylaws of the Surviving Corporation immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation following the Effective Time until thereafter amended or repealed in accordance with the terms thereof, the Charter of the Surviving Corporation and the TBCA.

1.4 Conversion of Shares. At the Effective Time, as a result of the Merger and without any further action by the Merging Corporation or the Surviving Corporation:

(a) Each share of capital stock, \$1.00 par value per share, of the Merging Corporation that is issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall automatically be canceled and retired and shall cease to exist and no consideration will be delivered in exchange therefor; and

(b) Each share of capital stock, \$1.00 par value per share, of the Surviving Corporation that is issued and outstanding immediately prior to the Effective Time shall not be affected by the Merger, and, accordingly, at and after the Effective Time, shall remain issued and outstanding.

1.5 Board of Directors and Officers. The directors and officers of the Surviving Corporation immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed, as applicable and qualified in the manner provided for in the Charter and Bylaws of the Surviving Corporation or as otherwise required by the TBCA. The terms of all directors and officers of the Merging Corporation shall automatically and immediately terminate in regards to the Merging Corporation as of the Effective Time without further action by the Merging Corporation or the Surviving Corporation.

1.6 Tax Treatment. It is intended by the parties hereto that (i) this Agreement constitutes a "plan of liquidation" within the meaning of Section 332 of the Code and the Treasury regulations thereunder and (ii) the Merger shall qualify as a complete liquidation of the Merging Corporation under Section 332 of the Code and the Treasury regulations thereunder.

ARTICLE II: GENERAL PROVISIONS

2.1 Conditions Precedent. The respective obligations of the parties to effect the Merger shall be subject to the parties' receipt of all consents, approvals and permissions and the satisfaction of all of the

requirements prescribed by law, including, but not limited to, the consents, approvals and permissions of all regulatory authorities which are necessary to the carrying out of the Merger described in this Agreement.

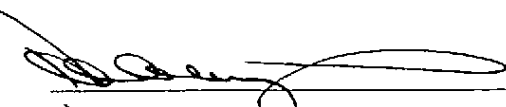
2.2 Termination. This Agreement may be terminated by the mutual consent of the Merging Corporation and the Surviving Corporation at any time prior to the Effective Time. In the event of termination of this Agreement, this Agreement shall become void and shall have no effect and create no liability or obligation on the part of the parties hereto or their respective officers, directors or shareholders.

2.3 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the internal laws of the State of Tennessee, without regard to conflicts of laws principles.


[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and delivered as of the date first set forth above.

WILLIS OF FLORIDA, INC.

By: 
Name: Heather D. B. Neakkebrun
Title: Secretary

WILLIS TOWERS WATSON SOUTHEAST, INC.

By: 
Name: J. Ann Smith
Title: Vice President