

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: T. J. Jerger MGA, LLC

Name of Surviving Party

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

Please return all correspondence concerning this matter to:

Travis Miller

Contact Person

Radey Law Firm

Firm/Company

301 South Bronough Street, Suite 200

Address

Tallahassee, FL 32301

City, State and Zip Code

rayb@westpointuw.com

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

For further information concerning this matter, please call:

Travis Miller

at (850) 425-6654

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

CR2E080 (2/14)

FILED

18 MAY 31 AM 9:58

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF MERGER
FOR
FLORIDA LIMITED LIABILITY COMPANY**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to Section 605.1025, Florida Statutes.

Article I- Merging Party. The name of the merging limited liability company is MUSA MGA, LLC. MUSA MGA, LLC's state of organization is Florida. The Florida document number for MUSA MGA, LLC's registration as a Florida limited liability company is L07000048871.

Article I – Surviving Corporation. The name of the surviving limited liability company is T. J. Jerger MGA, LLC. T.J. Jerger, LLC's state of organization is Florida. The Florida document number for T.J. Jerger, LLC's registration as a Florida limited liability company is L04000036912.

Article III – Approval. The merger was approved by each domestic merging entity that is a limited liability company in accordance with Sections 605.1021-605.1026, Florida Statutes. The merger does not involve any other merging entity subject to the laws of any other jurisdiction and does not involve any member who, as a result of the merger, is expected to have interest holder liability under Section 605.1023(1)(b), Florida Statutes.

Article IV – Existing Entity. The surviving limited liability company exists before the merger and is a domestic filing entity. There is no amendment to its public organic record.

Article V – Member Rights. The surviving limited liability company agrees to pay any members appraisal rights the amount, to which members are entitled under Section 605.1006 and 605.1061-605.1072, Florida Statutes.

Article VI – Effective Date. The merger shall become effective on the later of (i) May 31, 2018, and (ii) the date these Articles of Merger are filed with the Florida Department of State.

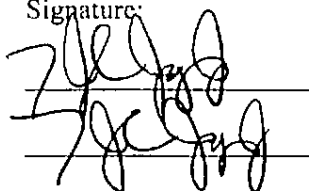
Article VII – Authorized Signatures of Each Party.

Name:

Signature:

Typed or Printed Name:

T.J. Jerger, MGA, LLC



T John Jerger, Jr

MUSA MGA, LLC

T John Jerger, Jr

PLAN OF MERGER

This Plan of Merger is made and entered into between MUSA MGA, LLC, a Florida limited liability company, ("MUSA MGA"), and T. J. Jerger MGA, LLC, a Florida limited liability company, ("T.J. Jerger MGA," with MUSA MGA and T.J. Jerger MGA each a "Company" and together being the "Companies").

WHEREAS, the Companies desire that MUSA MGA merge with and into T. J. Jerger MGA (the "Merger") upon the terms and subject to the conditions herein set forth and in accordance with the laws of the State of Florida; and

WHEREAS, the authorized representatives of the Companies have approved the Merger;

NOW, THEREFORE, the Companies agree as follows:

1. Terms and Conditions of Merger. Upon the Effective Date (as defined in Section 8 below), MUSA MGA shall be merged with and into T. J. Jerger MGA (the "Surviving Company"). The Surviving Company shall continue to be governed by the laws of the State of Florida, and the separate corporate existence of MUSA MGA shall cease upon the Effective Date.
2. Articles of Organization. The Surviving Company exists before the merger. The Articles of Organization of T. J. Jerger MGA on the Effective Date shall remain the Articles of Organization of the Surviving Company.
3. Membership Interests. On the Effective Date each issued and outstanding membership unit of the respective Companies shall be cancelled and each pre-merger member of a Company (or the Companies) shall be issued units in the Surviving Company, with the number of units issued to a member determined by multiplying (i) the proportion that such member's interest in the Companies' combined pre-merger fair market value bears to the Companies' aggregate pre-market value (each as determined by the Companies' independent consultant), by (ii) 10,000 post-merger units to be issued and outstanding.
4. Effects of Merger. The effect of the Merger, at the Effective Date, shall be as provided by the applicable laws of Florida. Without limiting the generality of the foregoing, and subject thereto, the separate existence of MUSA MGA shall cease, and the Surviving Company shall possess all the rights, privileges, immunities, powers, authority and franchises of MUSA MGA and T. J. Jerger MGA; and the Surviving Company shall be subject to all of the restrictions, liabilities, obligations and duties of each of MUSA MGA and T. J. Jerger MGA; and all property, real, personal and mixed, and all debts, liabilities and obligations due to each of MUSA MGA and T. J. Jerger MGA on whatever account or belonging to either MUSA MGA or T. J. Jerger MGA shall be vested in the Surviving Company without further act or deed; and all property, rights, privileges, immunities, powers, authority and franchises, and all and every other interest, thereafter shall be the property of the Surviving Company as they were of MUSA MGA and T. J. Jerger MGA; and all rights of creditors and all liens upon any property of each of MUSA MGA and T. J. Jerger MGA 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 MUSA MGA and T. J. Jerger MGA at the Effective Date may be prosecuted as if the Merger had not taken place, or the Surviving Company may be substituted in such Company's place.

7. Amendments. Notwithstanding the approval of this Plan of Merger by the respective Companies' authorized representatives, the Companies may amend this Plan of Merger by written agreement at any time prior to the Effective Date; provided that any such amendment shall not (a) alter any term of the Articles of Organization of the Companies; (b) alter the terms and conditions of this Plan of Merger, if such alteration would adversely affect the members of the Companies; or (c) contravene any regulatory approval or authorization.

8. Effective Date of Merger. The Merger shall become effective the later of (i) May 31, 2018, or (ii) the date the Articles of Merger are filed with the Florida Department of State, with such effective date of the Merger being the "Effective Date."

9. Termination. Notwithstanding approval of this Plan of Merger by the authorized representatives of the respective Companies, this Plan of Merger may be terminated and the Merger abandoned at any time prior to the Effective Date by mutual consent of the Companies.

10. Miscellaneous. This Plan of Merger supersedes all prior and contemporaneous Plans of Merger or understandings, oral or written, relating thereto.

MUSA MGA, LLC

T. J. JERGER MGA, LLC

By: [Signature]
Title: President

Date: 5/31/18

By: [Signature]
Title: President

Date: 5/31/18