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MERGER OR SHARE EXCHANGE

POE INSURANCE HOLDINGS, LLC

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ARTICLES OF MERGER**OF****POE INSURANCE HOLDINGS, INC.** P00-102331**WITH AND INTO****POE INSURANCE HOLDINGS, LLC** L05-112189

Pursuant to the provisions of Section 608.4382 of the Florida Limited Liability Company Act and Section 607.1109 of the Florida Business Corporation Act, the undersigned Poe Insurance Holdings, LLC, a Florida limited liability company ("PIH LLC"), and Poe Insurance Holdings, Inc., a Florida corporation ("PIH Corp."), adopt the following Articles of Merger.

FIRST: The name, street address of its principal office, jurisdiction and entity type of the merging party are Poe Insurance Holdings, Inc., a Florida corporation, 302 Knights Run Avenue, Suite 700, Tampa, Florida 33602, Florida Document No. P00000102331.

SECOND: The name, street address of its principal office, jurisdiction and entity type of the surviving party are Poe Insurance Holdings, LLC, a Florida limited liability company, 302 Knights Run Avenue, Suite 700, Tampa, Florida 33602, Florida Document No. L05000112189.

THIRD: The attached Agreement and Plan of Merger meets the requirements of Sections 608.438 and 607.1108, Florida Statutes, and was approved by the sole member of PIH LLC and the sole shareholder and Board of Directors of PIH Corp.

FOURTH: This merger shall become effective upon the acceptance and filing of these Articles of Merger with the Florida Department of State.

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SECRETARY OF STATE
DIVISION OF CORPORATIONS

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IN WITNESS WHEREOF, these Articles of Merger have been executed as of the 21st day of November, 2005 in accordance with the respective laws of the State of Florida.

POE INSURANCE HOLDINGS, LLC, a
Florida limited liability company

By: [Signature]
Name: James E. Wurdeman
Title: CEO

POE INSURANCE HOLDINGS, INC., a
Florida corporation

By: [Signature]
Name: James E. Wurdeman
Title: CEO

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STATE DEPT OF STATE
DIVISION OF CORPORATIONS**AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into this 14 day of November, 2005 by and between Poe Insurance Holdings, Inc., a Florida corporation (hereinafter referred to as "PIH Corp."), and Poe Insurance Holdings, LLC, a Florida limited liability company (herein after referred to as "PIH LLC" or as the "Surviving Entity").

WITNESSETH:

WHEREAS, PIH Corp. is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, PIH LLC is a limited liability company duly organized and existing under and by virtue of the laws of the state of Florida; and

WHEREAS, pursuant to the duly authorized action of the sole Member of PIH LLC and the Board of Directors of PIH Corp., as applicable, PIH Corp. and PIH LLC have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement in accordance with Section 607.1109 of the Florida Business Corporation Act and Section 608.4382 of the Florida Limited Liability Company Act.

NOW THEREFORE, in consideration of the mutual premises herein contained, PIH Corp. and PIH LLC hereby agree as follows:

1. **MERGER.** PIH Corp. and PIH LLC agree that PIH Corp. shall merge with and into PIH LLC, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that PIH LLC shall continue under the laws of the State of Florida as the surviving entity.

2. **SURVIVING ENTITY.** On and after the effective date of the Merger, (a) PIH LLC shall be the surviving entity, and shall continue to exist as a limited liability company under the laws of the State of Florida, with all of the rights and obligations of such Surviving Entity as are provided by the Florida Limited Liability Company Act, and (b) PIH Corp. shall cease to exist, and its property shall become the property of PIH LLC as the Surviving Entity. The sole member of the Surviving Entity is Poe Financial Group, Inc. a Florida corporation, with a principal business address at 302 Knights Run Avenue, Suite 700, Tampa, Florida 33602. The name and address of the sole managing member is Poe Financial Group, Inc., 302 Knights Run Avenue, Suite 700, Tampa, FL 33602.

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3. TERMS AND CONDITIONS OF MERGER.

a. Operating Agreement. The Operating Agreement of PIH LLC shall continue as the Operating Agreement of the Surviving Entity.

b. PIH LLC Membership Interests. The membership interest of the sole member of PIH LLC shall continue to be the membership interests of the Surviving Entity.

c. Cancellation of PIH Corp.'s Shares. Upon the Effective Date of the Merger, each share of PIH Corp.'s capital stock which is issued and outstanding immediately prior to the Effective Date of the Merger, shall be canceled and retired.

d. Approval. The Merger contemplated by this Agreement has been approved by the sole shareholder and Board of Directors of PIH Corp. and sole member of PIH LLC. Subsequent to the execution of this Agreement the authorized signatories of PIH Corp. and PIH LLC are hereby authorized and directed to perform all such further acts and execute and deliver to the proper authorities for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

e. Effective Date of Merger. The Merger shall be effective upon the filing and acceptance of Articles of Merger relating to the merger with the Florida Department of State.

4. MISCELLANEOUS.

a. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

b. No Third Party Beneficiaries. The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the sole member of PIH LLC and the sole shareholder of PIH Corp., and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

c. Complete Agreement. This Agreement constitutes the complete agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modifications.

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IN WITNESS WHEREOF, PIH Corp. and PIH LLC have caused this Agreement to be executed as of the day and year first above written.

**POE INSURANCE HOLDINGS, LLC, a
Florida limited liability company**

By:

Name: James E. Warden

Title: CEO

**POE INSURANCE HOLDINGS, INC., a
Florida corporation**

By:

Name: James E. Wickham

Title: CEC

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