

L12000162060

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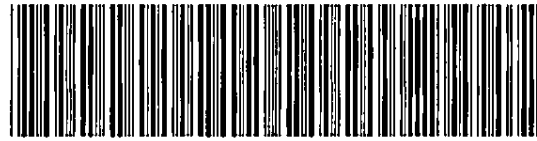
Certificates of Status \_\_\_\_\_

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DEC 27 2023

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2023 DEC 22 11 51 25  
SECRETARY OF STATE

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2023 DEC 22 PM 2:12  
Office of the Secretary of State

**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>
Brown & Brown of Lehigh Valley, LP	Pennsylvania	Limited Partnership
Brown & Brown PA Holding Co 2, 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>
Brown & Brown PA Holding Co. 2, LLC	Florida	L12000162060

**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  
2023 OCT 22 AM 9:27  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF  
DADE, 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 limited partnership or a domestic limited
- 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:

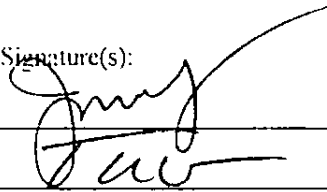

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

~~**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.

Brown & Brown of Lehigh Valley, LP	Signature(s): 	Typed or Printed Name of Individual: James Lanni - Vice President
Brown & Brown PA Holding Co. 2, LLC		R. Andrew Watts - Vice President

Corporations:	Chairman, Vice Chairman, President or Officer <i>(If no directors selected, signature of incorporator.)</i>
General partnerships:	Signature of a general partner or authorized person
Florida Limited Partnerships:	Signatures of all general partners
Non-Florida Limited Partnerships:	Signature of a general partner
Limited Liability Companies:	Signature of an authorized person

<b>Fees:</b>	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	<b>Certified Copy (optional):</b>	\$30.00

## AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "**Agreement**"), dated as of December 20, 2023, by and between Brown & Brown PA Holding Co 2, LLC, a Florida limited liability company (the "**Acquiror**"), and Brown & Brown of Lehigh Valley, LP, a Pennsylvania limited partnership (the "**Partnership**").

**WHEREAS**, the respective Member and Manager of the Acquiror and the General Partner and Limited Partner of the Partnership have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of such limited liability company and its members, and partnership and its partners; and

**WHEREAS**, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Partnership, in accordance with Title 15 Section 335 of the Pennsylvania Consolidated Statutes (the "**Pa. C.S.**") and Sections 605.1021--1026 of the Florida Revised Limited Liability Company Act (the "**FRLCA**"), will merge with and into the Acquiror, with the Acquiror as the surviving entity (the "**Merger**").

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Sections 331--336 of the Pa. C.S. and the applicable sections of the FRLCA, the Partnership shall be merged with and into the Acquiror at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Partnership shall cease, and the Acquiror shall continue as the surviving entity (the "**Surviving Entity**"). The effects and consequences of the Merger shall be as set forth in this Agreement, the Pa. C.S., and the FRLCA.

2. **Effective Time.**

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute, and file a statement of merger complying with the Pa. C.S. with the Pennsylvania Department of State and articles of merger complying with the FRLCA with the Florida Department of State with respect to the Merger. The Merger shall become effective upon the filing of the Statement of Merger and the Articles of Merger (the "**Effective Time**").

(b) The Merger shall have the effects set forth in the Pa. C.S. and the FRLCA. Without limiting the generality of the foregoing, from the Effective Time: (i) all the properties, rights, privileges, immunities, powers, and franchises of the Partnership shall vest in the Acquiror, as the Surviving Entity, and (ii) all debts, liabilities, obligations, and duties of the Partnership shall become the debts, liabilities, obligations and duties of the Acquiror, as the Surviving Entity.

3. **Organizational Documents.** The operating agreement of the Acquiror in effect at the Effective Time shall be the operating agreement of the Surviving Entity until thereafter amended as provided therein or by the FRLCA, and the articles of organization of the Acquiror in effect at the Effective Time shall be the articles of organization of the Surviving Entity until thereafter amended as provided therein or by the FRLCA.

4. **Managers.** The managers of the Acquiror immediately prior to the Effective Time shall be the managers of the Surviving Entity from and after the Effective Time and shall hold office until the

earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of organization and operating agreement of the Surviving Entity or as otherwise provided by the FRLI.CA.

5. Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of the Acquiror or the Partnership or the holders of ownership interests of the Partnership:

(a) each ownership interest of the Partnership, owned immediately prior to the Effective Time shall be cancelled; and

(b) each membership interest of Acquiror issued and outstanding immediately prior to the Effective Time shall remain outstanding following the consummation of the Merger.

6. Upon Effective Time ownership interests in the Partnership shall be cancelled.

7. Entire Agreement. This Agreement together with the Statement of Merger and Articles of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties, and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

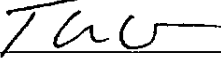
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

Brown & Brown PA Holding Co 2, LLC

By 

Name: R. Andrew Watts

Title: Vice President

Brown & Brown of Lehigh Valley, LP

By 

Name: James Lanni

Title: Vice President

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