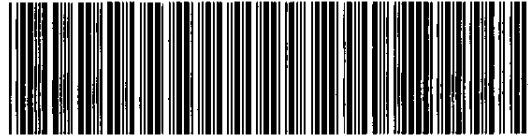


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(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phc.)

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MAIL

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

C. LEWIS

AUG 23 2011

EXAMINER

FILED

2011 AUG 22 P.M. 3: 04

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

The following Certificate of Merger is submitted to merge the following Florida Limited Liability Company(ies) in accordance with s. 608.4382, 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>
L990200021004 United Insurance Holdings, L.C.	Florida	limited liability company

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>
United Insurance Holdings Corp.	Delaware	corporation

THIRD: The attached plan of merger was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with the applicable provisions of Chapters 607, 608, 617, and/or 620, Florida Statutes.

FOURTH: The attached plan of merger was approved by each other business entity that is a party to the merger in accordance with the applicable laws of the state, country or jurisdiction under which such other business entity is formed, organized or incorporated.

FIFTH: If other than the date of filing, the 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:

SIXTH: If the surviving party is not formed, organized or incorporated under the laws of Florida, the survivor's principal office address in its home state, country or jurisdiction is as follows:

360 Central Avenue, Suite 900

St. Petersburg, Florida 33701

SEVENTH: If the survivor is not formed, organized or incorporated under the laws of Florida, the survivor agrees to pay to any members with appraisal rights the amount, to which such members are entitles under ss.608.4351-608.43595, F.S.

EIGHTH: If the surviving party is an out-of-state entity not qualified to transact business in this state, the surviving entity:

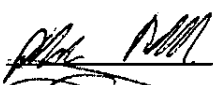

a.) Lists the following street and mailing address of an office, which the Florida Department of State may use for the purposes of s. 48.181, F.S., are as follows:

Street address: _____

Mailing address: _____

b.) Appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce obligations of each limited liability company that merged into such entity, including any appraisal rights of its members under ss.608.4351-608.43595, Florida Statutes.

NINTH: Signature(s) for Each Party:

Name of Entity/Organization:	Signature(s):	Typed or Printed Name of Individual:
United Insurance Holdings, L.C.		Mel Russell
United Insurance Holdings Corp.		Don Cronin

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 a member or authorized representative

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

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
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PLAN OF MERGER

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>
SEE PLAN OF MERGER		
ATTACHED		

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>

THIRD: The terms and conditions of the merger are as follows:

SEE PLAN OF MERGER ATTACHED

(Attach additional sheet if necessary)

FOURTH:

A. The manner and basis of converting the interests, shares, obligations or other securities of each merged party into the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE PLAN OF MERGER ATTACHED

(Attach additional sheet if necessary)

B. The manner and basis of converting rights to acquire the interests, shares, obligations or other securities of each merged party into rights to acquire the interests, shares, obligations or others securities of the survivor, in whole or in part, into cash or other property is as follows:

SEE PLAN OF MERGER ATTACHED

(Attach additional sheet if necessary)

FIFTH: Any statements that are required by the laws under which each other business entity is formed, organized, or incorporated are as follows:

SEE PLAN OF MERGER ATTACHED

(Attach additional sheet if necessary)

SIXTH: Other provisions, if any, relating to the merger are as follows:

SEE PLAN OF MERGER ATTACHED

(Attach additional sheet if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of August 10, 2011, is entered into by and among UNITED INSURANCE HOLDINGS CORP., a Delaware corporation (the "Surviving Entity"), and UNITED INSURANCE HOLDINGS, L.C., a Florida limited liability company (the "Disappearing Entity").

RECITALS

WHEREAS, the Disappearing Entity is a direct and wholly owned subsidiary of the Surviving Entity; and

WHEREAS, the Surviving Entity has decided to undertake a corporate reorganization with respect to certain of its direct and wholly owned subsidiaries in order to simplify the organizational structure of the Surviving Entity and its subsidiaries (the "Simplification Plan"); and

WHEREAS, as a part of the Simplification Plan, the Surviving Entity and the Disappearing Entity desire to enter into this Agreement to provide for the merger of the Disappearing Entity with and into the Surviving Entity, with the Surviving Entity being the surviving entity in the merger (the "Merger").

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. THE MERGER; CLOSING; EFFECTIVE TIME

1.1. The Merger.

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), the Disappearing Entity shall be merged with and into the Surviving Entity, and the separate corporate existence of the Disappearing Entity shall thereupon cease. The Surviving Entity shall be the surviving entity in the Merger, and the separate corporate existence of the Surviving Entity with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall have the effects specified in the applicable provisions of §§ 251 - 264, inclusive, of the General Business Corporation Law of the State of Delaware and, to the extent applicable, § 608.4383 of the Florida Limited Liability Company Act.

1.2. Closing.

The closing of the Merger (the "Closing") shall take place immediately after the last to be satisfied or waived of the conditions set forth in Section 7 hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement.

1.3. Effective Time.

As soon as practicable following the Closing, the Surviving Entity and the Disappearing Entity will cause Articles of Merger or Certificates of Merger, as the case may be, reflecting the provisions set forth in this Agreement (collectively, the "Articles of Merger") to be executed and delivered for filing to the Department of State of the State of Florida (the "Florida Department") as provided in the Florida Limited Liability Company Act and the Secretary of State of the State of Delaware as provided in the General Corporation Law of the State of Delaware (the "Delaware Department"). The Merger shall become effective at the time when the Articles of Merger have been duly filed with the Florida Department and the Delaware Department or at such later time agreed to by the parties and provided in the Articles of Merger (the "Effective Time"). Unless otherwise agreed to by the parties, the Effective Time shall occur as of 11:59 p.m. on **AUGUST 10, 2011**.

2. CERTIFICATE OF INCORPORATION AND BYLAWS OF THE SURVIVING CORPORATION

2.1. The Certificate of Incorporation.

The Certificate of Incorporation of United Insurance Holdings Corp., a Delaware corporation, as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Entity (the "Certificate of Incorporation"), until duly amended as provided therein or by applicable law.

2.2. The Bylaws.

The bylaws of United Insurance Holdings Corp., a Delaware corporation, as in effect immediately prior to the Effective Time shall be the bylaws of the Surviving Entity (the "Bylaws"), until thereafter amended as provided therein or by applicable law.

3. OFFICERS AND DIRECTORS OF THE SURVIVING CORPORATION

3.1. Directors.

The directors of United Insurance Holdings Corp., a Delaware corporation, at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Entity until their respective successors shall have been duly elected or appointed and qualified or until the earlier death, resignation or removal of any of them, in accordance with the Certificate of Incorporation and the Bylaws as in effect from time to time.

3.2. Officers.

The officers of United Insurance Holdings Corp. at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Entity until their respective

successors shall have been duly elected or appointed and qualified or until the earlier death, resignation or removal of any of them, in accordance with the Certificate of Incorporation and the Bylaws as in effect from time to time.

4. EFFECT OF THE MERGER ON CAPITAL STOCK AND MEMBERSHIP INTERESTS; TRANSFERS OF CAPITAL STOCK AND MEMBERSHIP INTERESTS

4.1. Effect on Membership Interests.

At the Effective Time, as a result of the Merger and without any action on the part of any holder of capital stock of the Surviving Entity or of any membership interest of the Disappearing Entity:

4.1.(a) Disappearing Entity. Each membership interest of the Disappearing Entity issued and outstanding immediately prior to the Effective Time shall no longer be outstanding and shall be cancelled and retired and shall cease to exist, and each certificate (if any) formerly representing any of such membership interests shall be cancelled and retired without payment of any consideration therefor.

4.1.(b) Surviving Entity. Each share of common stock, par value \$0.0001 per share, of the Surviving Entity which is issued and outstanding immediately prior to the Effective Time shall remain outstanding and shall continue to constitute one share of common stock, par value \$0.0001 per share, of the Surviving Entity.

4.2. Transfers.

After the Effective Time, there shall be no transfers on the membership interest transfer books of the Disappearing Entity of the membership interests that were outstanding immediately prior to the Effective Time.

5. REPRESENTATIONS AND WARRANTIES OF SURVIVING ENTITY

The Surviving Entity hereby represents and warrants to the Disappearing Entity that:

5.1. Organization, Good Standing and Qualification.

The Surviving Entity is a corporation duly organized, validly existing and in good standing or of active status, as applicable, under the laws of the State of Delaware and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

5.2. Corporate Authority; Approval.

The Surviving Entity has all requisite corporate power and authority and has taken all corporate action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed

and delivered by the Surviving Entity, and assuming due authorization, execution and delivery of this Agreement by the Disappearing Entity, is a valid and legally binding agreement of the Surviving Entity enforceable against the Surviving Entity in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

6. REPRESENTATIONS AND WARRANTIES OF DISAPPEARING ENTITY

The Disappearing Entity hereby represents and warrants to the Surviving Entity that:

6.1. Organization, Good Standing and Qualification.

The Disappearing Entity is a limited liability company duly organized, validly existing and in good standing or of active status, as applicable, under the laws of the State of Florida and has all requisite corporate or similar power and authority to own and operate its properties and assets and to carry on its business as presently conducted.

6.2. Corporate or Similar Authority; Approval.

The Disappearing Entity has all requisite corporate or similar power and authority and has taken all corporate or similar action necessary in order to execute, deliver and perform its obligations under this Agreement and to consummate the Merger. This Agreement has been duly executed and delivered by the Disappearing Entity, and assuming due authorization, execution and delivery of this Agreement by the Surviving Entity, is a valid and legally binding agreement of the Disappearing Entity enforceable against the Disappearing Entity in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

7. CONDITIONS

The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Effective Time of each of the following conditions:

7.1. Shareholder Approval.

This Agreement shall have been duly approved by the Surviving Entity, the sole Member and holder of membership interests of the Disappearing Entity.

7.2. Litigation.

No court or governmental entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, law, ordinance, rule, regulation, judgment, decree, injunction or other order that is in effect and permanently enjoins or otherwise prohibits consummation of the Merger.

8. MISCELLANEOUS AND GENERAL

8.1. Modification or Amendment.

Subject to the provisions of applicable law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement by written agreement executed and delivered by duly authorized officers of the respective parties.

8.2. Waiver of Conditions.

The conditions to each of the parties' obligations to consummate the Merger are for the sole benefit of such party and may be waived by such party in whole or in part to the extent permitted by applicable law.

8.3. Counterparts.

This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

8.4. Governing Law.

THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

8.5. Entire Agreement.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

8.6. No Third Party Beneficiaries.

This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

8.7. Severability.

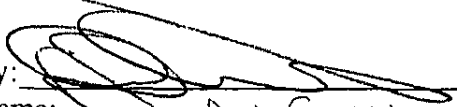
The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement

and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

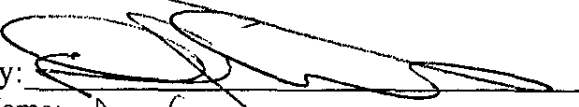
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

**UNITED INSURANCE HOLDINGS
CORP., a Delaware corporation**

By: 
Name: Don Cronin
Title: President + CEO

**UNITED INSURANCE HOLDINGS, L.C.,
a Florida limited liability company**

By: 
Name: Don Cronin
Title: President

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