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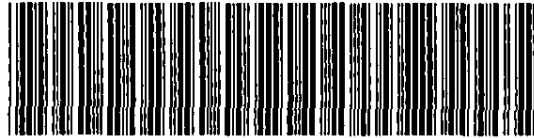
(Business Entity Name)

(Document Number)

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EFFECTIVE DATE
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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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DEC 28 PM 3:53

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS

Merger
C. COULLETTE

DEC 29 2011

EXAMINER

Advanced Incorporating Service, Inc.

1317 California Street
P.O. Box 20396
Tallahassee, FL 32316

Phone: 850-222-CORP
Fax: 850-575-2724
Email: orders@advancedincorporating.com
Website: www.advancedincorporating.com

File 1st

NAME OF ENTITY	
<u>Usassure Insurance Services of</u> <u>Florida, Inc.</u>	
	FOR OFFICE USE ONLY

PICK ONE:

CERTIFIED COPY PHOTOCOPY C.U.S.

FILING:

CORPORATION LLC LIMITED PARTNERSHIP GENERAL PARTNERSHIP
 FICTITIOUS NAME SERVICEMARK/TRADEMARK AMENDMENT
 FOREIGN QUALIFICATION JUDGMENT LIEN
 OTHER Merger

RETRIEVAL:

GOOD STANDING CERT/C.U.S. CERTIFIED COPY PHOTOCOPY
Of _____

APOSTILLE/CERTIFICATION REQUEST:

Country _____
Amount of Documents _____

DATE 12/28/11 TIME 3:00

Notes: _____

ARTICLES OF MERGER

OF

EFFECTIVE DATE
1-1-12

USASSURE INSURANCE SERVICES, INC.
INTO
USASSURE INSURANCE SERVICES OF FLORIDA, INC.

Pursuant to the provisions of Chapter 607, *Florida Statutes*, the parties hereto hereby adopt the following Articles of Merger for the purpose of merging them into one corporation:

1. **USAassure Insurance Services, Inc.**, a Delaware corporation (the "Merging Corporation"), shall be merged with and into **USAssure Insurance Services of Florida, Inc.**, a Florida corporation (the "Surviving Corporation"), which shall be the surviving corporation in the merger.
2. The merger shall become effective on January 1, 2012 (the "Effective Date").
3. The Articles of Incorporation of the Surviving Corporation as in effect immediately prior to the Effective Date shall continue in full force and effect and shall be the Articles of Incorporation of the Surviving Corporation.
4. The Agreement and Plan of Merger, a copy of which is attached hereto and made a part hereof, was adopted and approved by the sole shareholder and directors of the Merging Corporation on December 15, 2011 and by the directors and sole shareholder of the Surviving Corporation on December 15, 2011.
5. The name of the Surviving Corporation after the Merger shall remain and be **USAssure Insurance Services of Florida, Inc.**

IN WITNESS WHEREOF, the Surviving Corporation and the Merging Corporation have caused these Articles of Merger to be executed by their respective officers as of December 15, 2011.

USASSURE INSURANCE SERVICES,
INC.

By: Christopher F. Emans
Christopher F. Emans
Chief Financial Officer and Secretary

USASSURE INSURANCE SERVICES
OF FLORIDA, INC.

By: Christopher F. Emans
Christopher F. Emans
Chief Financial Officer and Secretary

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
DEC 28 PM 3:53

**AGREEMENT AND PLAN OF MERGER
(USAssure into USAssure Florida)**

This AGREEMENT AND PLAN OF MERGER is dated as of December 15, 2011, pursuant to Section 253 of the General Corporation Law of Delaware, between USAssure Insurance Services, Inc., a Delaware corporation having its principal place of business at 5011 Gate Parkway, Suite 150, Jacksonville, FL 32256 (the "Company"), and USAssure Insurance Services of Florida, Inc., a Florida corporation having its principal place of business at 5011 Gate Parkway, Suite 150, Jacksonville, FL 32256 (the "Surviving Company").

Recitals:

WHEREAS, the Company is a corporation duly organized and existing under the laws of the State of Delaware and is authorized to issue 100,000 shares of Common Stock, \$.01 par value per share, of which 10,000 shares are issued and outstanding as of the date hereof;

WHEREAS, the Surviving Company is a corporation duly organized and existing under the laws of the State of Florida and is authorized to issue 100,000 shares of Common Stock, \$.01 par value per share, of which 10,000 shares are issued and outstanding as of the date hereof;

WHEREAS, the Company and the Surviving Company are each wholly-owned subsidiaries of USAssure eBrokerage, Inc., a Florida corporation ("Parent"); and

WHEREAS, the Surviving Company desires that the Company be merged into itself; and

WHEREAS, the Boards of Directors of the Company and the Surviving Company have adopted a resolution approving this Agreement and Plan of Merger.

NOW THEREFORE, in consideration of the foregoing premises and the undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Merger.** Effective January 1, 2012 (the "Merger Date"), the Company shall be merged with and into the Surviving Company pursuant to Section 253 of the General Corporation Law of Delaware. The Surviving Company shall survive the merger herein contemplated and shall continue to be governed by the laws of the State of Florida. The separate corporate existence of the Company shall cease forthwith upon the Merger Date. The merger of the Company into the Surviving Company shall herein be referred to as the "Merger."

2. **Stockholder Approval.** As soon as practicable after the execution of this Agreement and Plan of Merger, the Company and the Surviving Company shall submit this Agreement and Plan of Merger to their respective stockholders for approval.

3. **Merger Date.** The Merger shall be effective on January 1, 2012 as reflected in the Certificate of Ownership and Merger filed with the Secretary of State of the State of Delaware, which filing shall be made as soon as practicable after all required stockholder approvals have been obtained.

4. **Common Stock of the Company.** On the Merger Date, by virtue of the Merger and without any action on the part of the holders thereof, each share of Common Stock of the Company issued and outstanding immediately prior thereto shall be cancelled and cease to exist and shall be changed and converted into one (1) fully paid and non-assessable share(s) of the Common Stock, par value \$.01 per share, of the Surviving Company.

5. **Common Stock of the Surviving Company.** On the Merger Date, by virtue of the Merger and without any action on the part of the holder thereof, each share of Common Stock of the Surviving Company issued and outstanding immediately prior thereto shall remain issued and outstanding and each share of Common Stock of the Surviving Company authorized and not issued of the Surviving Company shall remain authorized and not issued.

6. **Stock Certificates.** On and after the Merger Date, all of the outstanding certificates which prior to that time represented shares of the Common Stock of the Company shall be deemed for all purposes to evidence ownership of and to represent the shares of the Surviving Company into which the shares of the Company represented by such certificates have been converted as herein provided. The registered owner on the books and records of the Surviving Company or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the Surviving Company or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of the Surviving Company evidenced by such outstanding certificate as above provided.

7. **Succession.** On the Merger Date, the Surviving Company shall succeed to all of the rights, privileges, debts, liabilities, powers and property of the Company in the manner of and as more fully set forth in Section 259 of the General Corporation Law of Delaware. Without limiting the foregoing, upon the Effective Date, all property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the Company shall be transferred to, vested in and devolved upon the Surviving Company without further act or deed and all property, rights, and every other interest of the Company and the Surviving Company shall be as effectively the property of the Surviving Company as they were of the Company and the Surviving Company, respectively. All rights of creditors of the Company and all liens upon any property of the Company shall be preserved unimpaired, and all debts, liabilities and duties of the Company shall attach to the Surviving Company and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

8. **Certificate of Incorporation and By-Laws.** The Articles of Incorporation of the Surviving Company in effect on the Merger Date shall continue to be the Articles of Incorporation of the Surviving Company until further amended in accordance with the provisions thereof and applicable law. The By-Laws of the Surviving Company in effect on the Merger Date shall continue to be the By-Laws of the Surviving Company until amended in accordance with the provisions thereof and applicable law.

9. **Directors and Officers.** The members of the Board of Directors and the officers of the Surviving Company on the Merger Date shall continue in office until the expiration of their respective terms of office and until their successors have been elected and qualified.

10. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of the Company such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest or perfect in or to confirm of record or otherwise in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of the Company, and otherwise to carry out the purposes of this Agreement and Plan of Merger, and the officers and directors of the Company are fully authorized in the name and on behalf of the Company or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

11. **Abandonment.** At any time prior to the Merger Date, this Agreement and Plan of Merger may be terminated and the Merger may be abandoned by the Board of Directors of either the Company or the Surviving Company or both, notwithstanding approval of this Agreement and Plan of Merger by the stockholders of the Company or the Surviving Company.

12. **Amendment.** This Agreement and Plan of Merger may be amended by the Boards of Directors of the Company and the Surviving Company at any time prior to the Effective Date, provided that an amendment made subsequent to the approval of this Agreement and Plan of Merger by the stockholders of either the Company or the Surviving Company shall not (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Company to be effected by the Merger or (3) alter or change any of the terms and conditions of this Agreement and Plan of Merger if such alteration or change would adversely affect the holders of any class or series of the stock of such corporation.

13. **Governing Law.** This Agreement and Plan of Merger and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Florida.


14. **Counterparts.** In order to facilitate the filing and recording of this Agreement and Plan of Merger, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed and attested on its behalf by its officers thereunto duly authorized, as of the date first above written.

COMPANY:

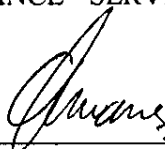
USASSURE INSURANCE SERVICES, INC.

By: 

Christopher F. Emans
Chief Financial Officer and Secretary

SURVIVING COMPANY:

USASSURE INSURANCE SERVICES OF
FLORIDA, INC.

By: 

Christopher F. Emans
Chief Financial Officer and Secretary