



P95000056092

ACCOUNT NO. : 072100000032

REFERENCE : 771833 7114352

AUTHORIZATION :

COST LIMIT : \$ 70.00

ORDER DATE : April 7, 1998

ORDER TIME : 1:41 PM

ORDER NO. : 771833-010.

CUSTOMER NO: 7114352

CUSTOMER: Jacqueline Cooper, Esq.  
Roetzel & Andress  
1 Cleveland Ctr., Suite 1650  
1375 East 9th Street  
Cleveland, OH 44114

800002483058--2

ARTICLES OF MERGER

TRANS RISK MERGER CORP.

INTO

TRANS RISK, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY

CONTACT PERSON: Deborah Schroder

EXAMINER'S INITIALS: CC

Merger  
4-8-98

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR -8 PM 3:37

RECEIVED  
98 APR -8 PM 2:36  
DIVISION OF CORPORATIONS

ARTICLES OF MERGER  
Merger Sheet

MERGING: -----

TRANS RISK MERGER CORP., a Florida corporation, P98000022006

INTO

TRANS RISK, INC., a Florida corporation, P95000056092.

File date: April 8, 1998

Corporate Specialist: Cheryl Coulliette

Account number: 072100000032

Account charged: 70.00

**ARTICLES OF MERGER**

**OF**

**TRANS RISK, INC.,**  
a Florida corporation

**and**

**TRANS RISK MERGER CORP.,**  
a Florida corporation

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 APR - 8 PM 3:37

Pursuant to the laws of the State of Florida, the undersigned corporations, **TRANS RISK, INC.** ("Trans Risk"), a Florida corporation, and **TRANS RISK MERGER CORP.** ("MERGER CORP"), a Florida corporation, adopt the following Articles of Merger for the purpose of merging MERGER CORP into TRANS RISK (the "Merger").

1. The Agreement and Plan of Merger (the "Plan"), setting forth the terms and conditions of the merger, is attached to these Articles as required by §607.1105 of the Florida Business Corporations Act.

2. The effective date of the Merger shall be as set forth in the Plan.

3. The Board of Directors and the shareholders of each corporation have adopted the Plan as of February 26, 1998 by the unanimous written consent of such Directors and shareholders.

4. The name of the surviving corporation shall be **TRANS RISK, INC.**

5. The laws of the State of Florida shall govern this transaction.

**TRANS RISK, INC.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

George R. Schmelzle, Sr.

**TRANS RISK MERGER CORP.**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

George R. Schmelzle, Sr.

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (the "Agreement and Plan of Merger"), dated as of Feb. 26, 1998, by and among Eagle Insurance Group, Inc., a Florida corporation (the "Holding Company"), Trans Risk, Inc., a Florida corporation, ("Trans Risk") and Trans Risk Merger Corp., a Florida corporation and a wholly-owned subsidiary of the Holding Company ("Merger Sub B"). Trans Risk and Merger Sub B are hereinafter sometimes collectively referred to as the "Constituent Corporations."

This Agreement and Plan of Merger is being entered into pursuant to an Agreement and Plan of Reorganization, dated as of Feb. 26, 1998 (the "Reorganization Agreement") by and between Trans Risk and Insurance and Risk Management Services, Inc., a Florida corporation ("IRMS"). The Reorganization Agreement provides for, among other things, the merger of Merger Sub B with and into Trans Risk and for the merger of IRMS Merger Corp., a Florida corporation and a wholly-owned subsidiary of the Holding Company, with and into IRMS (the "IRMS Merger"). All defined terms that are used herein which are not otherwise defined herein shall have the meaning ascribed to such term in the Reorganization Agreement.

The number of outstanding shares of common stock, par value \$1.00 per share, of Trans Risk (the "Trans Risk Common Stock") is one thousand (1,000), all of which shares are of one class and all of which shares are entitled to vote. The number of outstanding shares of the common stock, par value \$1.00 per share, of Merger Sub B (the "Merger Sub B Common Stock") is one hundred (100), all of which shares are of one class and all of which shares are entitled to vote.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I

#### THE MERGER

SECTION 1.1. *The Merger.* In accordance with the provisions of this Agreement and Plan of Merger and the Florida Business Corporations Act (the "FBCA"), at the Effective Time (as defined in Section 1.4 hereof), Merger Sub B shall be merged with and into Trans Risk (the "Trans Risk Merger") and the separate corporate existence of Merger Sub B shall cease. Trans Risk shall be the surviving corporation in the Trans Risk Merger (hereinafter sometimes referred to as the "Surviving Corporation") and shall continue its corporate existence under the laws of the State of Florida. The name of the Surviving Corporation shall continue to be "Trans Risk, Inc." The Trans Risk Merger shall have the effect set forth in the FBCA.

SECTION 1.2. *Certificate of Incorporation and By-laws.* The Certificate of Incorporation and By-laws of Trans Risk as in effect immediately prior to the Effective Time

shall be the Certificate of Incorporation and By-laws of the Surviving Corporation immediately after the Effective Time.

SECTION 1.3. *Directors and Officers.* The directors and officers of Trans Risk immediately prior to the Effective Time shall be the directors and officers of the Surviving Corporation as of the Effective Time and until their successors are duly appointed or elected in accordance with applicable law.

SECTION 1.4. *Effective Time; Conditions.* Articles of Merger complying with the FBCA shall be filed with the Secretary of State of the State of Florida in accordance with the FBCA. The Trans Risk Merger shall become effective at the time and date of the filing of the Articles of Merger by the Secretary of State of the State of Florida or at such later time and date as provided for in such Articles of Merger as may be permitted by FBCA (such time and date is herein referred to as the "Effective Time").

## ARTICLE II

### CONVERSION OF SHARES

SECTION 2.1. *Merger Sub B Common Stock.* Each share of Merger Sub B Common Stock outstanding immediately prior to the Effective Time shall, by virtue of the Trans Risk Merger and without any further action by the holder thereof, be converted into one share of common stock, par value \$.01 per share, of the Surviving Corporation (the "Surviving Corporation Common Stock"). Each certificate which immediately prior to the Effective Time represented outstanding shares of Merger Sub B Common Stock shall, on and after the Effective Time, be deemed for all purposes to represent the number of shares of Surviving Corporation Common Stock into which the shares of Merger Sub B Common Stock represented by such certificate shall have been converted pursuant to this Section 2.1.

SECTION 2.2. *Holding Company Capital Stock.* At the earlier of the effective time of the IRMS Merger and the Effective Time, each share of the capital stock of the Holding Company issued and outstanding immediately prior to such time shall be converted into the right to receive in cash the fair market value hereof as agreed upon by Trans Risk and the Holding Company.

SECTION 2.3. *Conversion of Trans Risk Common Stock.* At the Effective Time each issued and outstanding share of Trans Risk Common Stock shall be converted into the right to receive one-tenth (1/10) of a share of Holding Company Stock.

(b) As a result of the Trans Risk Merger and without any action on the part of the holder thereof, at the Effective Time all shares of Trans Risk Common Stock shall cease to be outstanding and shall be cancelled and cease to exist, and each holder of shares of Trans Risk Common Stock shall thereafter cease to have any rights with respect to such shares of Trans Risk Common Stock, except the right to receive the shares of Holding Company Stock as

determined in accordance with this Agreement and Plan of Merger.

(c) Notwithstanding anything contained in this Section 2.3 to the contrary, each share of Trans Risk Common Stock issued and held in Trans Risk's treasury immediately prior to the Effective Time shall, by virtue of the Trans Risk Merger, cease to be outstanding and shall be cancelled and retired without payment of any consideration therefor.

(d) Notwithstanding anything contained herein to the contrary, shares of Trans Risk Common Stock which are issued and outstanding immediately prior to the Effective Time and which are held by shareholders who have not voted such shares in favor of the Trans Risk Merger and who shall have properly exercised their rights of appraisal for such shares in the manner provided by the FBCA (the "Dissenting Shares") shall not be converted into or be exchangeable for the right to receive the Merger Consideration, unless and until such holder shall have failed to perfect or shall have effectively withdrawn or lost his right to appraisal and payment, as the case may be. If such holder shall have so failed to perfect or shall have effectively withdrawn or lost such right, his shares shall thereupon be deemed to have been converted into and to have become exchangeable for, at the Effective Time, the right to receive the Merger Consideration, without any interest thereon.

### ARTICLE III

#### AMENDMENT AND TERMINATION

SECTION 3.1. *Termination.* Notwithstanding the approval and adoption of this Agreement and Plan of Merger by the shareholders of the Constituent Corporations, this Agreement and Plan of Merger shall terminate forthwith in the event that the Reorganization Agreement shall be terminated as therein provided. In the event of the termination of this Agreement and Plan of Merger as provided above, this Agreement and Plan of Merger shall forthwith become void and there shall be no liability on the part of any of the parties hereto except as otherwise provided in the Reorganization Agreement.

SECTION 3.2. *Amendment.* This Agreement and Plan of Merger shall not be amended other than pursuant to an amendment to the Reorganization Agreement approved in the manner therein provided. If any such amendment to the Reorganization Agreement is so approved, any amendment to this Agreement and Plan of Merger required by such amendment to the Reorganization Agreement shall be effected by the parties hereto by action taken by their respective Boards of Directors.

### ARTICLE IV


#### MISCELLANEOUS

SECTION 4.1. *Governing Law.* This Agreement and Plan of Merger shall be governed by the laws of the State of Florida.

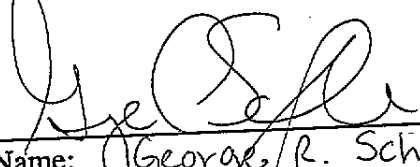
SECTION 4.2. *Counterparts*. This Agreement and Plan of Merger may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized as of the date first written above.

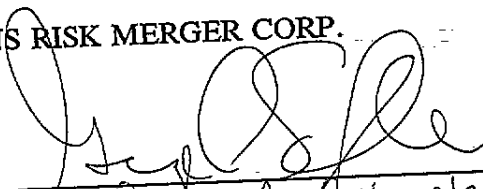
TRANS RISK, INC.

By:   
Name: George R. Schmelzle, Sr.  
Title: President

EAGLE INSURANCE GROUP, INC.

By:   
Name: George R. Schmelzle, Sr.  
Title: President

TRANS RISK MERGER CORP.

By:   
Name: George R. Schmelzle, Sr.  
Title: President