

P95000089082

Florida Department of State
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MERGER OR SHARE EXCHANGE
BROKAW RICE INVESTMENT ADVISORS, INCORPORATED

Certificate of Status	0
Certified Copy	1
Page Count	08
Estimated Charge	\$78.75

ATTN: DARLENE

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**ARTICLES OF MERGER
(Profit Corporations)**

The following articles of merger are submitted in accordance with the Florida Business Corporation Act pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
Brokaw Rice Investment Advisors, Incorporated	Texas	N/A

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (if known/applicable)
Brokaw Rice Investment Advisors, Inc.	Florida	P95000089082

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by surviving corporation(s)
The Plan of Merger was adopted by the shareholders of the surviving corporation on May 3, 2016.

Sixth: Adoption of Merger by merging corporation(s)
The Plan of Merger was adopted by the shareholders of the merging corporation on May 3, 2016.

Seventh: SIGNATURES FOR EACH CORPORATION

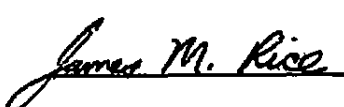
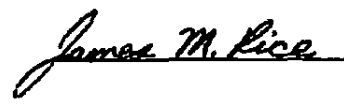
<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Brokaw Rice Investment Advisors, Inc., a Florida corporation		James M. Rice, Vice President
Brokaw Rice Investment Advisors, Incorporated, a Texas corporation		James M. Rice, Vice President

EXHIBIT A

FILED
 16 JUN 20 PM 4:07
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

Kimberly Weidenbach 800-432-3622

(04/09) 06/20/2016 10:11:05 P

Plan of Merger

ACTIVE 39637434 v1 04/01/2016

AGREEMENT AND PLAN OF MERGER
OF
BROKAW RICE INVESTMENT ADVISORS, INC.
(a Florida corporation)
INTO
BROKAW RICE INVESTMENT ADVISORS, INCORPORATED
(a Texas corporation)

THIS AGREEMENT AND PLAN OF MERGER, dated May 3, 2016, is entered into between Brokaw Rice Investment Advisors, Inc., a Florida corporation ("FL"), and Brokaw Rice Investment Advisors, Incorporated, a Texas corporation ("TX"). FL and TX are sometimes collectively referred to as the "Constituent Entities."

RECITALS

WHEREAS, FL is a corporation organized and existing under the laws of the State of Florida and Section 607.1107(12) of the Florida Business Corporation Act (the "FBCA") permits a merger between a Florida corporation and a foreign corporation, defined in FBCA Section 607.01401 as a corporation for profit incorporated under laws other than the laws of the State of Florida.

WHEREAS, TX is a corporation organized and existing under the laws of the State of Texas and Section 10.001 of the Texas Business Organizations Code (the "TBOC") permits a merger between a Texas corporation and a non-code organization, defined in TBOC Section 1.002 as an organization, including a corporation, other than an organization formed under the TBOC.

WHEREAS, TX and FL desire to merge.

WHEREAS, the respective Boards of Directors of FL and TX have adopted resolutions approving the proposed merger (the "Merger") of FL and TX upon the terms and conditions set forth herein.

WHEREAS, the Constituent Entities desire and intend hereby to effectuate an "R-reorganization" in accordance Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended (the "Code") in order to achieve the stated purposes of this undertaking between them.

AGREEMENT

NOW, THEREFORE, in consideration of each party's agreements and covenants contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I General

Section 1.01. The Merger. The Constituent Entities agree to effect the Merger, subject to the terms and conditions set forth herein. This Agreement of Merger shall be submitted to shareholders of FL and TX (in each case, the "Stockholders"), for adoption and approval.

Section 1.02. Surviving Entity.

(a) ***Surviving Entity.*** Upon the Effective Time, as defined in Section 1.03 hereof, FL shall be merged into TX and the separate existence of FL, except insofar as continued by law, shall cease. TX is sometimes referred to herein as the "Surviving Entity."

(b) ***Name and Location of the Surviving Entity.*** The established offices and business locations of TX shall be the offices and locations of the Surviving Entity.

(c) ***Certificate of Incorporation and Bylaws.*** At the Effective Time, the Certificate of Formation and the Bylaws (as then constituted) of TX shall be and remain the Certificate of Formation and Bylaws of the Surviving Entity, until such Certificate of Formation or Bylaws are amended, altered or repealed as provided by law.

(d) ***Directors.*** At the Effective Time, the directors of TX immediately prior to the Effective Time shall become directors of the Surviving Entity, and each of them, subject to the Bylaws of the Surviving Entity and the laws of the State of Texas, shall serve until their successors are elected or appointed and qualified or until their earlier death, incapacity, resignation or removal.

(e) ***Officers.*** The officers of TX immediately prior to the Effective Time shall become officers of the Surviving Entity, and each of them, subject to the Bylaws of the Surviving Entity and to the laws of the State of Texas, shall hold office from the Effective Time until their successors are duly elected or appointed and qualified or until the earlier of their death, incapacity, resignation or removal.

(f) ***Effect of Merger.*** At the Effective Time, the Surviving Entity shall receive all of the property, rights, privileges, franchises, patents, trademarks, trade names, licenses, registrations and other assets of every kind and description of FL, including, without limitation, all goodwill associated therewith, such assets shall be vested in and devolve upon the Surviving Entity without further act and deed, and the Surviving Entity shall assume all the liabilities of every kind and description of FL.

(g) **Tax Status.** In the event that the board of directors of Constituent Entity obtains information causing them to reasonably believe Surviving Entity will be unable to obtain recognition from the Internal Revenue Service as a tax exempt organization under the Code, then such board of directors may take or cause to be taken any such further or other actions as it deems necessary or desirable to obtain tax-exempt recognition for the Surviving Entity, including amending or terminating this Agreement.

Section 1.03. Effective Time. The Merger shall become effective (the "**Effective Time**") on the date that the articles of merger and certificate of merger shall have been filed with the Secretary of State of the States of Florida and Texas, respectively.

ARTICLE II

Capital Stock

Section 2.01. Conversion of Shares and Other Securities. At the Effective Time, by virtue of the Merger and without any action on the part of FL or TX or the holder of any of the shares and other securities of FL or TX, the following will occur:

- (a) the 500 shares of common stock, par value \$1.00 per share, of FL issued and outstanding immediately prior to the Effective Time shall be canceled and converted into 500 shares of common stock, par value \$1.00 per share, of TX. The transfer books of FL shall be closed and no transfer of FL Common Stock shall be made at or after the Effective Time; and
- (b) all shares of capital stock of TX issued and outstanding as of the Effective Time shall be canceled.

ARTICLE III

Miscellaneous

Section 3.01 Termination; Amendment. At any time prior to the Effective Time, this Agreement may be terminated or amended, to the extent permitted by the FBCA and TBOC, by action of the respective Boards of Directors of FL and TX before or after the approval and adoption hereby by the FL Stockholders and the TX Stockholders.

Section 3.02 Taxes. The Surviving Entity will continue to be responsible for the payment of all fees and franchise taxes that are required by law to be paid for FL and TX and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

Section 3.03 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity or enforceability of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms.

Section 3.04 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Signatures hereto transmitted by telecopy or electronically shall be effective as original signatures.

[Signature page follows.]

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

Brokaw Rice Investment Advisors, Inc.
a Florida corporation

By: James M. Rice
Name: James M. Rice
Title: Vice President & Secretary

Brokaw Rice Investment Advisors, Incorporated
a Texas corporation

By: James M. Rice
Name: James M. Rice
Title: Vice President & Secretary