



20111102000328370 1/9 \$50.00  
 Shelby Cnty Judge of Probate, AL  
 11/02/2011 11:37:38 AM FILED/CERT

**ARTICLES OF MERGER**  
**OF**  
**CASUALTY & SURETY, INC.**

**WITH AND INTO**  
**BUNKER HILL UNDERWRITERS AGENCY, INC.**

June 30, 2011

Pursuant to the provisions of Section 10A-2-11.05 of the Alabama Business and Nonprofit Entity Code (the "Code"), the undersigned corporations adopt the following Articles of Merger for the purpose of merging them into one of such corporations (the "Merger"):

**ARTICLE I**

The names of the undersigned corporations and the states under the laws of which they are respectively organized are:

**NAME OF CORPORATION**

Bunker Hill Underwriters Agency, Inc.  
 Casualty & Surety, Inc.

**STATE**

Texas  
 Alabama (Shelby County)

Casualty & Surety, Inc., an Alabama corporation ("Subsidiary") is a wholly-owned subsidiary of Bunker Hill Underwriters Agency, Inc., a Texas corporation ("Parent" or "Surviving Corporation").

**ARTICLE II**

The laws of the State of Texas, under which Surviving Corporation is organized, permit the Merger. The address of the principal office of the Surviving Corporation is 800 Gessner, Suite 600, Houston, Texas 77024.

**ARTICLE III**

The name of the surviving corporation is Bunker Hill Underwriters Agency, Inc., and it is to be governed by the laws of the State of Texas.

**ARTICLE IV**

The Plan and Agreement of Merger setting forth the terms and conditions of the Merger (the "Plan") is attached hereto as Exhibit A and is on file at the Surviving Corporation's principal place of business.

**Secretary of State**  
**State of Alabama**

I hereby certify that this is a true and complete  
 copy of the document filed in this office on

10/27/11  
**DATE** 11/1/11

*Reth Chapman*  
**Secretary of State**

Alabama  
 Sec. Of State  
 Merger  
 000-055  
 Date 10/27/2011  
 Time 17:00  
 111101  
 9 Pg  
 File \$100.00  
 Ackn \$.00  
 Exp \$100.00  
 Total \$200.00  
 08/003

## ARTICLE V

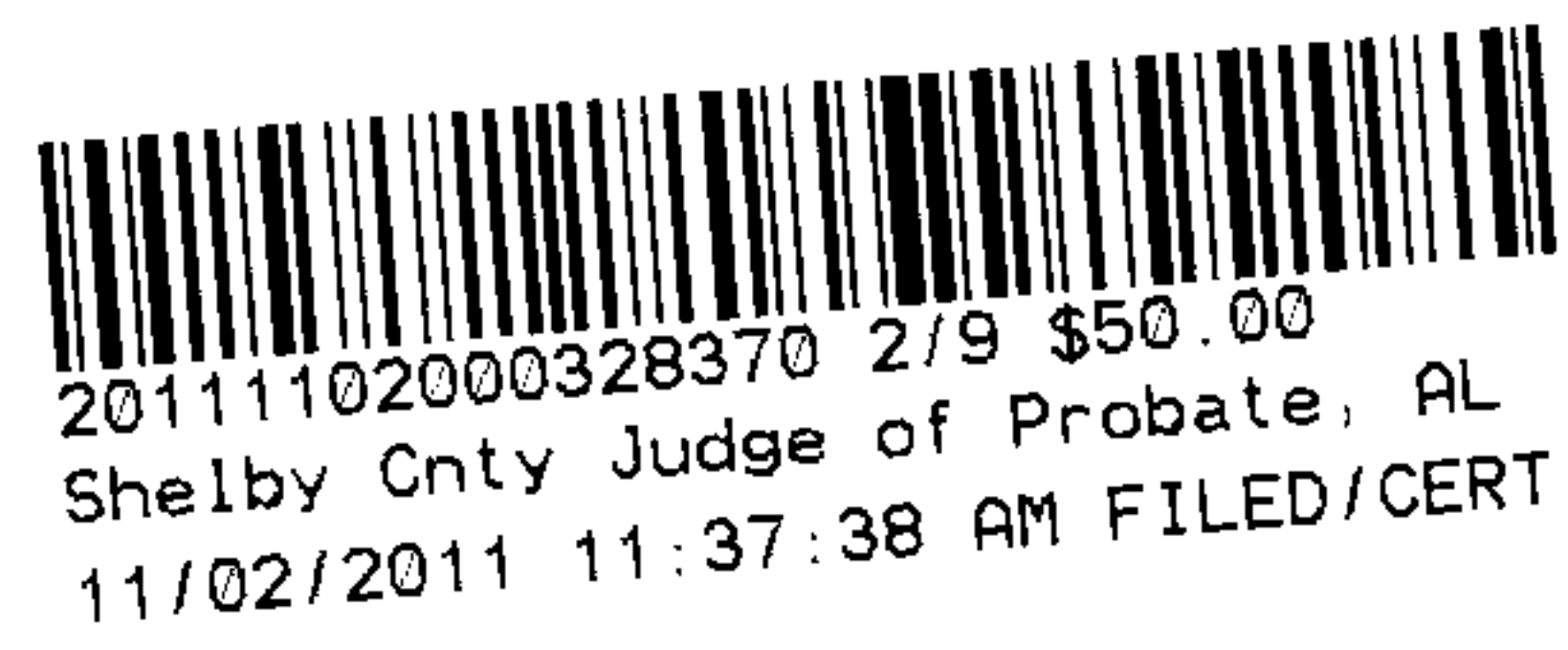
Pursuant to Section 10A-2-11.04(a) of the Code, shareholder approval by the parties to the Merger is not required for the Merger or for the Plan. The Board of Directors of Parent has approved and authorized the Merger and the Plan in accordance with Section 10A-2-11.04(b) of the Code.

## ARTICLE VI

Surviving Corporation hereby: (a) agrees that it may be served with process in the State of Alabama in any proceeding for the enforcement of any obligation of the Subsidiary; and (b) irrevocably appoints the Secretary of State of the State of Alabama as its agent to accept service of process in any such proceeding.

## ARTICLE VII

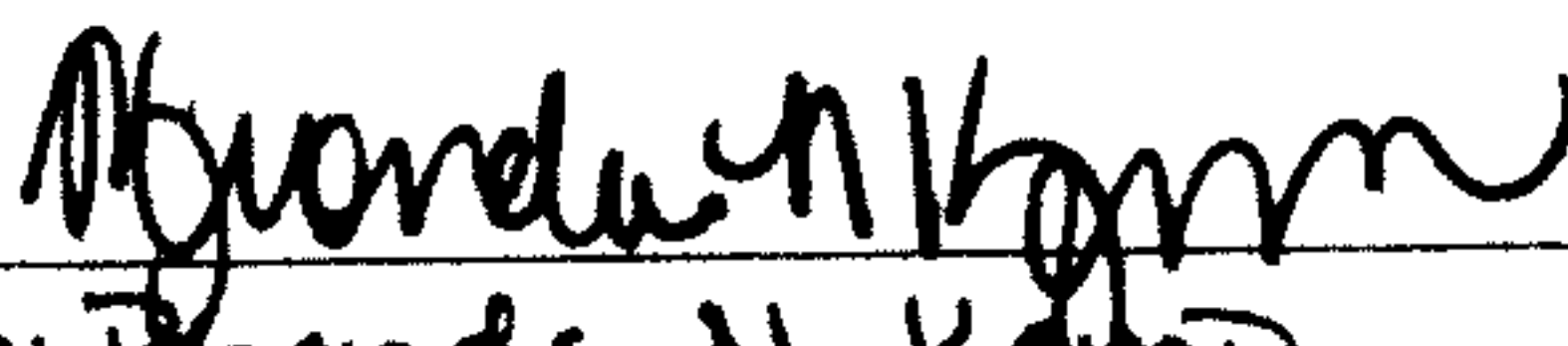
The Merger shall take effect when these Articles of Merger are filed with the Secretary of State of the State of Alabama.



IN WITNESS WHEREOF, the undersigned have executed these Articles of Merger as of the Effective Date.

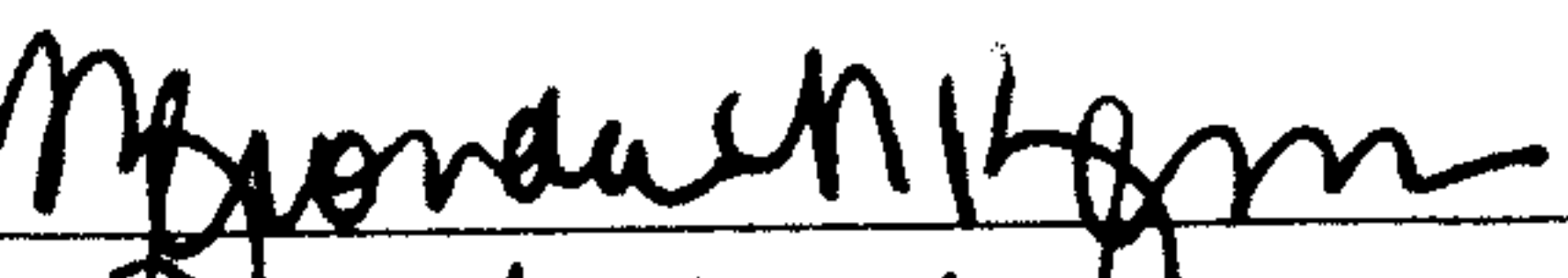
**PARENT or SURVIVING CORPORATION:**


BUNKER HILL UNDERWRITERS AGENCY,  
INC.,  
a Texas corporation

By:   
Name: Rhonda N. Kemp  
Title: Senior Vice President

**SUBSIDIARY:**

CASUALTY & SURETY, INC.,  
an Alabama corporation

By:   
Name: Rhonda N. Kemp  
Title: Senior Vice President

  
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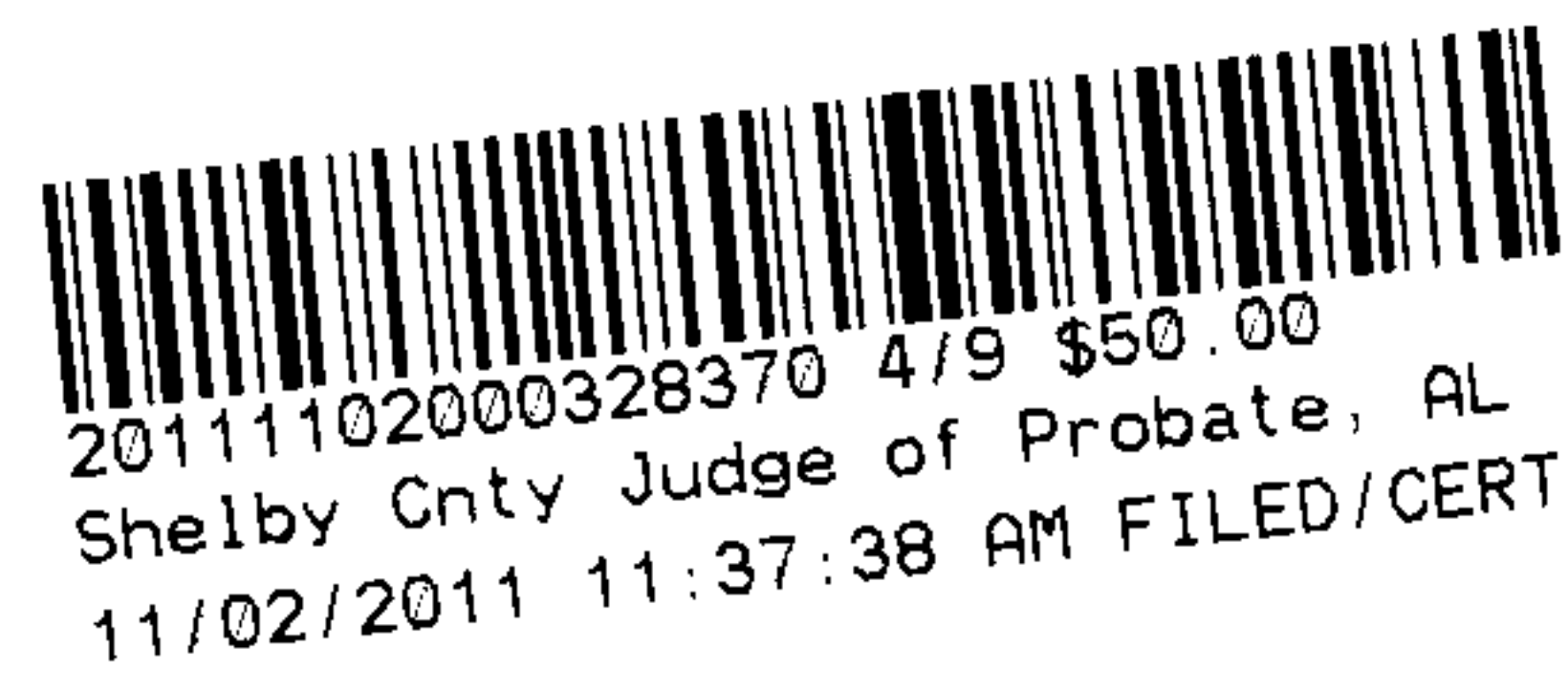
**ARTICLES OF MERGER**  
**OF**  
**CASUALTY & SURETY, INC.**

**WITH AND INTO**  
**BUNKER HILL UNDERWRITERS AGENCY, INC.**

**Exhibit A**

**PLAN AND AGREEMENT OF MERGER**

See attached.





# **PLAN AND AGREEMENT OF MERGER**

MERGING

**BUNKER HILL INTERNATIONAL, LTD.**  
(the "Georgia Sub")

**BUNKER HILL UNDERWRITERS AGENCY (CHICAGO), INC.**  
(the "Illinois Sub")

AND

**CASUALTY & SURETY, INC.**  
(the "Alabama Sub" and together with the Georgia Sub and the Illinois Sub, the "Subsidiaries")

WITH AND INTO

**BUNKER HILL UNDERWRITERS AGENCY, INC.**  
(the "Parent")

## **W I T N E S S E T H:**

WHEREAS, Bunker Hill Underwriters Agency, Inc., a Texas corporation is the sole stockholder of each of Bunker Hill International, Ltd., a Georgia corporation, Bunker Hill Underwriters Agency (Chicago), Inc., an Illinois corporation and Casualty & Surety, Inc., an Alabama corporation; and

WHEREAS, the parties hereto desire to enter into this Plan and Agreement of Merger (the "Agreement") whereby each of the Subsidiaries shall be merged with and into Parent, which shall be the survivor of the mergers and continue its corporate existence and operations under the laws of the State of Texas.

NOW THEREFORE, pursuant to the provisions of the laws of the State of Texas, the State of Georgia, the State of Illinois and the State of Alabama, Parent and each of the Georgia Sub, the Illinois Sub and the Alabama Sub, hereby agree as follows:

## **ARTICLE 1** **Plan of Merger**

1. A plan of merger of Parent and Subsidiaries, pursuant to the provisions of Section 10.002 of the Texas Business Organizations Code, Section 14-2-1104 of the Georgia Business Corporations Code, Section 11.30(b) of the Illinois Business Corporation Act of 1983 and Section 10A-2-11.01 of the Alabama Business and Nonprofit Entity Code is adopted as follows.

(1)The Georgia Sub shall be merged with and into Parent to exist pursuant to and to be governed by the laws of the State of Texas (the "Georgia Merger").

(2)The Illinois Sub shall be merged with and into Parent to exist pursuant to and to be governed by the laws of the State of Texas (the "Illinois Merger").

(3)The Alabama Sub shall be merged with and into Parent to exist pursuant to and to be governed by the laws of the State of Texas (the "Alabama Merger" and together with the Georgia Merger and the Illinois Merger, each a "Merger" and collectively, the "Mergers").

(4)The surviving corporation shall be Parent (the "Surviving Corporation").

(5)On the Effective Date for each Merger (as defined below), the separate existence of the applicable Subsidiary shall cease and Surviving Corporation shall succeed, without other transfer, to all of the rights and property of such Subsidiary and shall be subject to all of the debts and liabilities of such Subsidiary in the same manner as if Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of each constituent corporation shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the merger.

(6)Following each Merger, the Surviving Corporation will carry on business with the assets of the applicable Subsidiary.

(7)As of the Effective Date for each Merger, the shares of stock of the Georgia Sub, the Illinois Sub and the Alabama Sub, as applicable, shall be cancelled and cease to exist.


(8)Each of the Mergers is a separate and independent event, and in no event is the validity and effectiveness of any Merger dependent upon the successful consummation, the validity or the effectiveness of any other of the Mergers.

2. The effective date for each Merger (the "Effective Date") shall be the date when certificates or articles of merger, as applicable, are issued by the Secretary of State of the State of Texas, the State of Georgia (with respect to the Georgia Merger), the State of Illinois (with respect to the Illinois Merger) and the State of Alabama (with respect to the Alabama Merger), as applicable, with respect to such Merger.

## **ARTICLE 2**

### **Cancellation of Shares in the Subsidiaries**

For each Merger, on the Effective Date, the shares of stock of the applicable Subsidiary, which are presently owned by Parent, shall be cancelled and cease to exist, and Parent shall void and cancel any certificates representing shares of stock in such Subsidiary.

  
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**ARTICLE 3**  
**Directors and Officers**

On the Effective Date, the directors and officers of Surviving Corporation, then in office, shall remain as directors and officers and shall hold office until their successors shall have been duly elected and qualified.

**ARTICLE 4**  
**Articles of Incorporation and Bylaws**

1. Articles. The Articles of Incorporation of Parent as existing on the Effective Date shall continue in full force and effect as the Articles of Incorporation of Surviving Corporation until further amended, altered, or repealed as provided therein or as provided by law.

2. Bylaws. The Bylaws of Parent as existing on the Effective Date shall hereafter constitute the Bylaws of Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

**ARTICLE 5**  
**Expenses, Fees, and Franchise Taxes**

1. Burden of Expenses. Surviving Corporation shall bear all expenses of Parent and the Subsidiaries in connection with this Agreement and the transactions contemplated hereby.

2. Fees and Franchise Taxes. Surviving Corporation shall be responsible for the payment of all fees and franchise taxes required by law in connection with the Mergers and will be obligated to pay such fees and franchise taxes if the same are not timely paid.


**ARTICLE 6**  
**Termination**

This Agreement may be terminated and any or all of the Mergers herein provided for may be abandoned at any time prior to the Effective Date by consent of the board of directors of the Parent. Upon such termination, the proposed Merger to be abandoned shall be abandoned and, except for payment of its costs and expenses incident to this Agreement, there shall be no liability on the part of the constituent corporations as a result of such termination and abandonment.

**ARTICLE 7**  
**Interpretation and Enforcement**

1. Entire Agreement; Counterparts. This instrument contains the entire agreement between the parties with respect to the transaction contemplated hereby. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts together constitute only one and the same instrument.

2. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the State of Georgia, the State of Illinois, the State of Alabama and the State of Texas, however, any conflicts in the laws of such states shall be resolved by reference to the laws of the State of Texas, the state in which this Agreement is being executed, without regard to any conflicts of law principles, which shall govern the interpretation of the Agreement in the event of such conflicts.

  
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IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.



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**PARENT:**

BUNKER HILL UNDERWRITERS AGENCY, INC.,  
a Texas corporation

By: *Rhonda N. Kemp*  
Name: Rhonda N. Kemp  
Title: Senior Vice President

**GEORGIA SUB:**

BUNKER HILL INTERNATIONAL, LTD.,  
a Georgia corporation

By: *Rhonda N. Kemp*  
Name: Rhonda N. Kemp  
Title: Chief Financial Officer

**ILLINOIS SUB:**

BUNKER HILL UNDERWRITERS AGENCY  
(CHICAGO), INC.,  
An Illinois corporation

By: *Rhonda N. Kemp*  
Name: Rhonda N. Kemp  
Title: Chief Financial Officer

**ALABAMA SUB:**

CASUALTY & SURETY, INC.,  
An Alabama corporation

By: *Rhonda N. Kemp*  
Name: Rhonda N. Kemp  
Title: Senior Vice President