

P21000104638

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

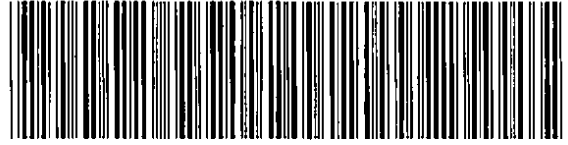
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer.

Office Use Only



800377209458

12/22/21--01003--024 **78.75

RECEIVED FILED

2021 DEC 22 PM 1:57 2021 DEC 22 AM 9:49

CLERK OF COURT SECRETARY OF STATE TALLAHASSEE, FL

V SULKER
DEC 27 2021

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Weston Property & Casualty Insurance Company

Name of Surviving Entity

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Wes Strickland

Contact Person

Colodny Fass P.L.L.C

Firm/Company

~~109 East Park Avenue~~

Address

~~Tallahassee, FL 32301~~

City/State and Zip Code

deanne.nixon@weston-ins.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Wes Strickland

Name of Contact Person

At (850) 577-0398

Area Code & Daytime Telephone Number

we will pick up the filing when ready. please call (850) 321-3475 when ready

Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

Mailing Address:

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Amendment Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

IMPORTANT NOTICE: Pursuant to s.607.1622(8), F.S., each party to the merger must be active and current in filing its annual report through December 31 of the calendar year which this articles of merger are being submitted to the Department of State for filing.

ARTICLES OF MERGER OF

WESTON INSURANCE COMPANY
(a Florida corporation)

WITH AND INTO

WESTON PROPERTY & CASUALTY INSURANCE COMPANY
(a Florida corporation)

The following articles of merger (the "Articles") are submitted in compliance with Section 607.1105 of the Florida Business Corporation Act ("FBCA"), and in accordance with Section 628.451, Florida Statutes.

ARTICLE I – SURVIVING CORPORATION

The exact name and jurisdiction of the surviving entity is as follows:

Name

Weston Property & Casualty Insurance Company ("WPCIC")

Jurisdiction

2021 DEC 22 AM 9:49
FILED
CLERK OF STATE
TALLAHASSEE, FL

ARTICLE II – MERGING CORPORATION

The exact name and jurisdiction of the merging entity is as follows:

Name

Weston Insurance Company ("WIC")

Jurisdiction

Florida

ARTICLE III – PLAN OF MERGER

The Agreement and Plan of Merger providing for the merger of WIC with and into WPCIC, pursuant to Section 607.1105 of the FBCA and Section 628.451, Florida Statutes, is attached hereto as Exhibit A (the "Agreement and Plan of Merger").

ARTICLE IV – EFFECTIVE DATE

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

ARTICLE V – ADOPTION BY SURVIVING CORPORATION

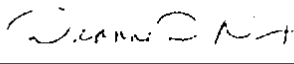
The shareholders of WPCIC, reviewed, considered, and on 12/16, 2021, pursuant to a vote [at a special meeting OR by written consent] of the shareholders, duly approved and adopted the Agreement and Plan of Merger in accordance with the FBCA and Section 628.451, Florida Statutes.

ARTICLE VI – ADOPTION BY MERGING CORPORATION

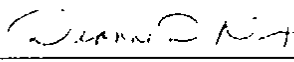
The shareholders of WIC, reviewed, considered, and on 12/16, 2021, pursuant to a vote [at a special meeting OR by written consent] of the shareholders, duly approved and adopted the Agreement and Plan of Merger in accordance with the FBCA and Section 628.451, Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto have caused these Articles of Merger to be executed as of 12/20, 2021.

WESTON PROPERTY & CASUALTY INSURANCE COMPANY

By: 
Deanne Nixon, President

WESTON INSURANCE COMPANY

By: 
Deanne Nixon, President

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (the "Agreement") is dated as of 12/20, 2021 (the "Effective Date") by and between Weston Insurance Company, a Florida domestic stock insurer ("WIC"), and Weston Property & Casualty Insurance Company, a Florida domestic stock insurer ("WPCIC").

RECITALS

WHEREAS, the respective Boards of Directors of WIC and WPCIC have each approved and adopted this Agreement and the transactions contemplated therein, in each case after determining that this Agreement and such transactions are advisable and fair to, and in the best interests of, their respective corporations and its shareholders, and directed that this Agreement be submitted to a vote at a meeting of each corporation's shareholders; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, WIC, in accordance with the Florida Business Corporation Act (the "FBCA") and Section 628.451, Florida Statutes, will merge with and into WPCIC, with WPCIC as the surviving corporation (the "Merger"); and

WHEREAS, as a result of consummation of the Merger the separate of existence of WIC will cease; and

WHEREAS, WIC owns 100 percent of the issued and outstanding shares of WPCIC common stock; and

WHEREAS, for US federal income tax purposes, the Parties intend to the fullest extent applicable that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Parties desire to enter into the transactions contemplated by this Agreement; and

WHEREAS, the Merger is subject to the satisfaction of certain conditions, including approval of the Florida Office of Insurance Regulation ("OIR");

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. MERGER

Section 1.01 Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the FBCA and Section 628.451, Florida Statutes, WIC shall be merged with and into WPCIC as of the Effective Time. Following the Effective Time, the separate corporate existence of WIC shall cease and WPCIC shall be the surviving corporation.

The effects and consequences of the Merger shall be as set forth in this Agreement, the FBCA, and Section 628.451, Florida Statutes. The "Effective Time" means the date and time upon which the Merger contemplated by this Agreement will be effective, subject to the approval of the shareholders of each of the Parties and the OIR, at the time and on the date that articles of merger are filed with the Florida Department of State, Division of Corporations.

Section 1.02 Organizational Documents. The bylaws of WPCIC then in effect at the Effective Time shall be the bylaws of WPCIC until thereafter amended as provided therein or by the FBCA. The articles of incorporation of WPCIC then in effect at the Effective Time, shall be the articles of incorporation of WPCIC until thereafter amended as provided therein or by the FBCA and Chapter 628, Florida Statutes.

Section 1.03 Board of Directors. The directors of WPCIC immediately prior to the Effective Time shall be the directors of WPCIC from and after the Effective Time and shall hold office until the earlier of their respective death, resignation, or removal or until their respective successors are duly elected or appointed and qualified in the manner provided for in the articles of incorporation and bylaws of WPCIC or as otherwise provided by the FBCA and Chapter 628, Florida Statutes.

Section 1.04 Shareholder Approval. The consummation of the Merger is subject to the approval of this Agreement and the transactions contemplated herein by the shareholders of WPCIC and WIC.

Section 1.05 Regulatory Approval. The Parties will jointly submit appropriate documentation to the OIR for approval of this Agreement and the transactions contemplated hereby in accordance with Section 628.451, Florida Statutes, and any other applicable provisions of the Florida Insurance Code.

Section 1.06 Taking of Necessary Action. Prior to the Effective Time, the Parties hereto shall exercise reasonable best efforts to do or cause to be done all such acts and things as may be necessary or appropriate in order to effectuate the Merger as expeditiously as reasonably practicable, in accordance with this agreement and the FBCA.

Section 1.07 Tax-Free Reorganization. For Federal income tax purposes, the Parties intend that the Merger be treated as a tax-free organization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code"). The Parties hereby adopt this Agreement as a "plan of reorganization" within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the United States Treasury Regulations, and the Parties shall not take a position on any tax return inconsistent with this Section 1.07, unless otherwise required by a taxing authority.

Section 1.08 Closing. The closing of the Merger (the "Closing") will take place as soon as reasonably practicable after the satisfaction of all conditions set forth in Article IV.

ARTICLE II. CONSIDERATION AND CONVERSION OF SHARES

Section 2.01 Merger Consideration. At the Effective Time, subject and pursuant to the terms and conditions of this Agreement, by virtue of the Merger and without any further action on the part of WPCIC and WIC, each share of common stock of WIC owned by Weston Insurance Holdings Corporation and each share of common stock of WPCIC owned by WIC shall be surrendered and canceled in exchange for the issuance of 5,000,000 shares of common stock of WPCIC to Weston Insurance Holdings Corporation.

Section 2.02 Effect of Merger. Upon the Effective Time, (a) the separate existence of WIC shall cease, (b) WIC shall be merged into WPCIC, (c) WPCIC, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of WIC; (d) all property of every description and every interest therein, and all debts and other obligations of or belonging to or due to WIC on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or invested in WPCIC without further act or deed; (e) title to any real estate, or any interest therein vested in WPCIC, shall not revert or in any way be impaired by reason of the Merger; and (f) all of the rights of creditors of WPCIC shall be preserved unimpaired, and all liens upon the property of WPCIC shall be preserved unimpaired, and all debts, liabilities, obligations and duties of WPCIC shall thenceforth remain with or be attached to, as the case may be, WIC and may be enforced against it to the same extent as if it had incurred or contracted all such debts, liabilities, obligations and duties.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.01 Representations and Warranties of WIC. Except as otherwise specifically described herein WIC makes the following representations and warranties to WPCIC as of the date hereof and as of the Closing:

(a) Organization and Good Standing. WIC is a corporation organized, validly existing and in good standing under the laws of the State of Florida, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

(b) Consents. Other than as outlined in Section 1.04 and Section 1.05, WIC has obtained the required consents from, authorizations or orders of, and made any filing or registration with any governmental authority or any regulatory or self-regulatory agency or any other person or entity in order for it to execute, deliver or perform any of its respective obligations under or contemplated by this Agreement.

(c) No Violation. The execution, delivery and performance by WIC of this Agreement does not violate any applicable law to which WIC is subject. WIC is not subject to any judgment, decree, injunction or order by any court, arbitrator or other governmental authority which would impair its ability to consummate the transactions contemplated by this Agreement.

Section 3.02 Representations and Warranties of WPCIC. Except as otherwise specifically described herein WPCIC makes the following representations and warranties to WIC as of the date hereof and as of the Closing:

(a) Organization and Good Standing. WPCIC is a corporation organized, validly existing and in good standing under the laws of the State of Florida, with the requisite power and authority to own and use its properties and assets and to carry on its business as currently conducted.

(b) Consents. Other than as outlined in Section 1.04 and Section 1.05, WPCIC has obtained the required consents from, authorizations or orders of, and made any filing or registration with any governmental authority or any regulatory or self-regulatory agency or any other person or entity in order for it to execute, deliver or perform any of its respective obligations under or contemplated by this Agreement.

(c) No Violation. The execution, delivery and performance by WPCIC of this Agreement does not violate any applicable law to which WPCIC is subject. WPCIC is not subject to any judgment, decree, injunction or order by any court, arbitrator or other governmental authority which would impair its ability to consummate the transactions contemplated by this Agreement.

ARTICLE IV. CLOSING

Section 4.01 Conditions to Closing. The respective obligations of each Party to perform this Agreement and consummate the Merger and the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions, unless waived by the Parties pursuant to Section 5.03 of this Agreement:

(a) Authorization of the Merger. All action necessary to authorize the execution, delivery and performance of this Agreement, the Articles of Merger (as defined below) and the consummation of the Merger and the other transactions contemplated hereby shall have been duly and validly taken, and not withdrawn, by the boards of directors and shareholders of each of WIC and WPCIC.

(b) Approvals. All authorizations, consents, orders or approvals of, or declarations or filing with or expiration of waiting periods imposed by any governmental authority, including any required by Section 1.04 and Section 1.05, necessary for the consummation of the transactions contemplated hereby shall have been obtained or made or shall have occurred.

(c) No Legal Action. No temporary restraining order, preliminary injunction or permanent injunction or other order preventing the consummation of the Merger shall have been issued by any Federal or state court other governmental authority and remain in effect.

(d) Representations and Warranties. All representations and warranties shall be true and correct in all material respects as of the date of Closing.

Section 4.02 Closing Deliverables and Actions. At or prior to the Closing, Articles of Merger, satisfying all of the requirements of the FBCA and Chapter 628, Florida Statutes, attaching this Agreement and in the form attached hereto as Exhibit A, which in substance is reasonably satisfactory to all parties hereto (the "Articles of Merger"), shall have been executed and delivered by both Parties and filed with and accepted for filing by the Secretary of State of the State of Florida. At the Closing, all of the actions contemplated in Article 2 of this Agreement shall be taken.

ARTICLE V. OTHER PROVISIONS

Section 5.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses of their registered agent on file with the Secretary of State of the State of Florida, Division of Corporations.

Section 5.02 Entire Agreement. This Agreement, together with the articles of merger, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

Section 5.03 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. Pursuant to Section 607.1101(6) of the FBCA, at any time prior to the filing of the Articles of Merger with the Florida Department of State, the boards of directors of the Parties hereto are authorized to amend this Agreement to address regulatory requirements, correct scrivener's errors and make other changes to the terms and conditions hereof; provided, however, that shareholder approval must be obtained if the amendment would: (i) change the amount or kind of shares, securities, cash, property, or rights to be received in exchange for or on conversion of any or all of the shares of any class or series of such Parties; (ii) change any other terms and conditions of the Agreement if such change would materially and adversely affect the Parties or the holders of the shares of any class or series of such Parties; or (iii) except as specified in Section 607.1002 of the FBCA or without the vote of shareholders entitled to vote on the matter, change any term of the articles of incorporation of any Party the shareholders of which must approve the plan of merger or share exchange. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege.

Section 5.04 Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

Section 5.05 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 5.06 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement in order to accomplish the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 5.07 Governing Law and Jurisdiction. This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by and shall be construed in accordance with the laws of the State of Florida without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the courts of the State of Florida sitting in Leon County, and any appellate court having jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 5.08 Counterparts. This Agreement may be executed in any number of original counterparts that may be faxed, emailed, or otherwise transmitted electronically with the same effect as if all Parties had signed the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and Plan of Merger as of the Effective Date written above.

WESTON PROPERTY & CASUALTY INSURANCE COMPANY

By: Deanne Nixon
Deanne Nixon, President

WESTON INSURANCE COMPANY

By: Deanne Nixon
Deanne Nixon, President