

F04000000323

(Requestor's Name)

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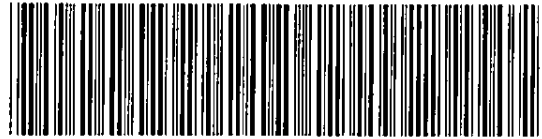
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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900418063419

effective date 1-1-24

12/22/23--01006--001 **78.75

merger

A. RAMSEY

JAN 26, 2024

STATE OF FLORIDA
TALLAHASSEE, FLORIDA

2023 DEC 21 AM 8:57

RECEIVED

2023 DEC 21 PM 12:58

FILED

X-00789, 00524, 00671

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: American Modern Home 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:

Travis Miller

Contact Person

Radey Law Firm

Firm/Company

301 South Bronough St., Suite 200

Address

Tallahassee, FL 32309

City/State and Zip Code

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

For further information concerning this matter, please call:

Travis Miller

Name of Contact Person

At (**850**) **425-6654**

Area Code & Daytime Telephone Number

☐ 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.

FILED

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ARTICLES OF MERGER

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

Article I – Surviving Corporation. The name of the surviving corporation is American Modern Home Insurance Company. American Modern Home Insurance Company's state of domicile is Ohio. The Florida document number for American Modern Home Insurance Company's registration as a foreign profit corporation is F04000000323.

Article II- Merging Corporation. The name of the merging corporation is American Modern Insurance Company of Florida, Inc. American Modern Insurance Company of Florida, Inc.'s state of domicile is Florida. The Florida document number for American Modern Insurance Company of Florida, Inc.'s registration as a Florida profit corporation is P05000063699.

Article III – Plan of Merger. The attached Agreement and Plan of Reorganization sets forth the companies' plan of merger ("Plan of Merger").

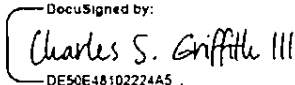
Article IV – Effective Date. The merger shall become effective on January 1, 2024.

Article V – Adoption by Surviving Corporation. The Plan of Merger was adopted by the sole shareholder of the surviving corporation on September 20, 2023. The participation of the foreign corporation in the Plan of Merger was duly authorized in accordance with the organic law of its state of domicile.

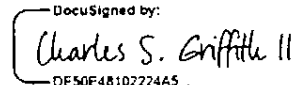
Article VI – Adoption by Merging Corporation. The Plan of Merger was adopted by the sole shareholder of the merging corporation on September 20, 2023.

Article VII – Officer Signatures.

American Modern Home Insurance Company

By:  Its: Secretary
DocuSigned by: DE50E48102224A5

American Modern Insurance Company of Florida, Inc.

By:  Its: Secretary
DocuSigned by: DE50E48102224A5

AGREEMENT AND PLAN OF REORGANIZATION

AGREEMENT AND PLAN OF REORGANIZATION (this "**Agreement**"), dated as of December 21, 2023, by and between **AMERICAN MODERN HOME INSURANCE COMPANY**, an Ohio corporation ("**AMHIC**"), and **AMERICAN MODERN INSURANCE COMPANY OF FLORIDA, INC.**, a Florida corporation (the "**Target**").

PLAN OF REORGANIZATION

For U.S. federal income tax purposes:

It is intended that (i) this plan of reorganization ("**Plan**") qualify as a "plan of reorganization" within the meaning of Treas. Reg. Section 1.368-1(c) and (ii) the steps set forth and contemplated hereby qualify as a "reorganization" within the meaning of Section 368(a)(1)(D) of the Internal Revenue Code of 1986, as amended (the "**Code**"). Pursuant to the Plan, AMHIC shall acquire substantially all the assets and liabilities of Target by merger in exchange for deemed shares of AMHIC stock (pursuant to the provisions of Treas. Reg. Section 1.368-2(l)(2)). Immediately after the transfer, American Modern Insurance Group, Inc. ("**AMIG**") shall continue to be in control of AMHIC. The corporate business purposes for the reorganization include (i) consolidation of the underlying U.S. investments and associated risks into one U.S. entity, and (ii) simplification of the corporate structure of the American Modern Insurance Group, Inc.

AGREEMENT

WHEREAS, the respective Boards of Directors of AMHIC and the Target have each approved and adopted the Plan and this Agreement and the transactions contemplated hereby, in each case after making a determination that the Plan and this Agreement and such transactions are advisable and fair to, and in the best interests of, such corporation and its stockholders; and

WHEREAS, the Plan and this Agreement have been adopted by AMHIC (the "**Sole Stockholder**"), the sole stockholder of the Target, in accordance with the Ohio General Corporation Law ("**OGCL**") and Florida Business Corporation Act ("**FBCA**"), and the certificate of incorporation and by-laws of the Target; and

WHEREAS, in order to consummate the Plan, on the terms and subject to the conditions set forth herein the Target, in accordance with the OGCL and FBCA, will merge with and into AMHIC, with AMHIC as the surviving corporation (the "**Merger**"); and

WHEREAS, for US federal income tax purposes, the parties intend that the Merger qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(D) of the Code.

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 in order to consummate the Plan:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 1701.78 of the OGCL and Section 607.1101 and Section 607.1104 of the FBCA, the Target shall be merged with and into AMHIC at the Effective Time (as hereinafter defined). Following the Effective Time, the separate corporate existence of the Target shall cease, and AMHIC shall continue as the surviving corporation (the "**Surviving Corporation**"). The effects and consequences of the Merger shall be as set forth in this Agreement and the OGCL.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file certificates of merger (the "**Certificate of Merger**") complying with Section 1701.78 of the OGCL with the Secretary of State of the State of Ohio with respect to the Merger and with the Secretary of State of the State of Florida complying with Section 607.1101 and Section 607.1105 of the FBCA. The Merger shall become effective upon the filing of the Certificate of Merger (the "**Effective Time**") after approval of same by the Ohio Insurance Department and the Florida Office of Insurance Regulation.

(b) The Merger shall have the effects set forth in the OGCL. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Target shall vest in AMHIC, as the Surviving Corporation, and (ii) all debts, contracts, liabilities, obligations and duties of the Target shall become the debts, liabilities, obligations and duties of AMHIC, as the Surviving Corporation. A proceeding pending against the Target may be continued as if the merger did not occur or AMHIC may be substituted in the proceeding for Target.

3. Organizational Documents. The by-laws of AMHIC in effect at the Effective Time shall be the by-laws of the Surviving Corporation until thereafter amended as provided therein or by the OGCL, and the certificate of incorporation of AMHIC in

effect at the Effective Time, shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by the OGCL.

4. Directors and Officers. The directors and officers of AMHIC immediately prior to the Effective Time shall be the directors of the Surviving Corporation from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the certificate of incorporation and by-laws of the Surviving Corporation or as otherwise provided by the OGCL.

5. Target Stock. At the Effective Time, by virtue of the Merger and without any action on the part of AMHIC or the Target or the holder of any outstanding share of common stock ("**Target Common Stock**"), each share of Target Common Stock issued and outstanding immediately prior to the Effective Time, shall be cancelled and AMIG, the sole shareholder of AMHIC, will continue to be the sole shareholder of AMHIC.

6. Confirmations. Each party hereby confirms that, to the best of its knowledge and belief, the confirmations made by it on Annex A attached hereto are true and correct.

7. Entire Agreement. This Agreement together with the Certificate of Merger constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. 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.

10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

11. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. 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.

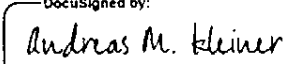
12. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

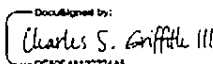
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank; signature page follows.]

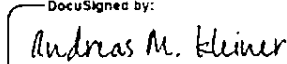
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

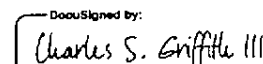
**AMERICAN MODERN HOME
INSURANCE COMPANY**

By: 
 DocuSigned by:
B0782C2E2C194FA..
Name: Andreas M. Kleiner
Title: President & CEO

By: 
 DocuSigned by:
0C30E48102224A5..
Name: Charles S. Griffith III
Title: Secretary

**AMERICAN MODERN INSURANCE
COMPANY OF FLORIDA, INC.**

By: 
 DocuSigned by:
B0782C2E2C194FA..
Name: Andreas M. Kleiner
Title: President & CEO

By: 
 DocuSigned by:
CE30E48102224A5..
Name: Charles S. Griffith III
Title: Secretary

Annex A

1. Confirmations by the Target and AMHIC:

(a) After the transaction, the Target will be controlled by AMHIC within the meaning of Section 368(a)(2)(H) of the Code, and there is no plan or intention by the shareholders of either AMHIC or the Target to sell AMHIC or the Target or otherwise dispose of sufficient stock that would result in a loss of control.

(b) The fair market value of the assets of the Target transferred to AMHIC will equal or exceed the sum of the liabilities assumed by AMHIC, plus the amount of liabilities, if any, to which the transferred assets are subject.

(c) There is no intercompany indebtedness existing between AMHIC and the Target that was issued, acquired, or will be settled at a discount.

2. Confirmations by the Target:

(a) AMHIC will acquire at least 90 percent of the fair market value of the net assets and at least 70 percent of the fair market value of the gross assets held by the Target immediately prior to the transaction.

(b) The liabilities of the Target assumed by AMHIC plus the liabilities, if any, to which the transferred assets are subject were incurred by the Target in the ordinary course of its business and are associated with the assets transferred.

(c) The Target is not under the jurisdiction of a court in a Title 11 or similar case within the meaning of section 368(a)(3)(A) of the Code.

(d) The Target, and the shareholders of the Target, will pay their respective expenses, if any, incurred in connection with the transaction.

(e) The Target is not an investment company as defined in section 368(a)(2)(F)(iii) of the Code.

3. Confirmations by AMHIC:

(a) AMHIC has no plan or intention to reacquire any stock issued or deemed issued in the transaction;

(b) AMHIC has no plan or intention to sell or otherwise dispose of any of the assets of the Target acquired in the transaction, except for dispositions made in the ordinary course of business;

(c) Following the transaction, AMHIC will continue the historic business of the Target or use a significant portion of the Target's historic business assets in a business.

(d) At the time of the transaction, AMHIC will not have outstanding any warrants, options, convertible securities, or any other type of right pursuant to which any person could acquire stock in AMHIC that, if exercised or converted, would affect the Target shareholders' acquisition or retention of control of AMHIC, as defined in section 368(a)(2)(H) of the Code.

(e) AMHIC is not an investment company as defined in section 368(a)(2)(F)(iii) of the Code.

(f) AMHIC will pay its expenses, if any, incurred in connection with the transaction.