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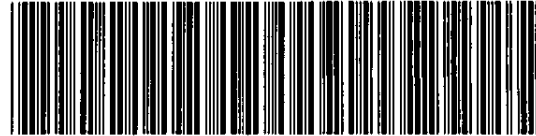
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CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

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STATE OF FLORIDA
DIVISION OF CORPORATIONS
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ACCOUNT NO. : I20000000195
REFERENCE : 436995 7274728
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 70.00

ORDER DATE : December 23, 2016

ORDER TIME : 3:30 PM

ORDER NO. : 436995-010

CUSTOMER NO: 7274728

ARTICLES OF MERGER

COMP OPTIONS INSURANCE
COMPANY, INC.

INTO

ASSOCIATED INDUSTRIES
INSURANCE COMPANY, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX PLAIN STAMPED COPY

CONTACT PERSON: Melissa Zender

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER

merging

COMP OPTIONS INSURANCE COMPANY, INC., a Florida corporation

with and into

ASSOCIATED INDUSTRIES INSURANCE COMPANY, INC., a Florida corporation

(under Section 607.1105 of the Florida Business Organizations Law)

FILED
SECRETARY OF CORPORATION
16 DEC 27 PM 4:29

Pursuant to the provisions of Section 607.1105 of the Florida Business Organizations Law, the undersigned submits these Articles of Merger for filing to affect the merger of Comp Options Insurance Company, Inc. ("COIC"), a Florida corporation, with and into Associated Industries Insurance Company, Inc., ("AIIC") a Florida corporation.

AIIC certifies that:

- (1) The name and state of the incorporation of each of the constituent corporations is:
 - (a) Associated Industries Insurance Company, Inc., a Florida corporation; and
 - (b) Comp Options Insurance Company, Inc., a Florida corporation.
- (2) An Agreement and Plan of Merger (the "Plan of Merger") has been approved, adopted, certified, executed and acknowledged by COIC and AIIC in accordance with the provisions of Sections 607.1101 and 607.1102 of the Florida Business Organizations Law.
- (3) The name of the surviving corporation is AIIC.
- (4) The sole shareholder of AIIC adopted the Plan of Merger on September 6, 2016.
- (5) The sole shareholder of COIC adopted the Plan of Merger on September 6, 2016.
- (6) The Amended and Restated Articles of Incorporation for AIIC as in effect immediately prior to the merger shall be the articles of incorporation of the surviving corporation until thereafter amended in accordance with the provisions thereof and/or the laws of the State of Florida.
- (7) The executed Plan of Merger is on file at the principal place of business of AIIC at 903 N.W. 65th Street, Boca Raton, Florida 33487.
- (8) A copy of the Plan of Merger will be furnished by AIIC, on request and without cost, to any stockholder of COIC or AIIC.
- (9) The merger of COIC with and into AIIC shall be effective on December 30, 2016, at 11:59 p.m.

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of AIIC, has caused these Articles of Merger to be signed this 23rd day of December, 2016.

ASSOCIATED INDUSTRIES INSURANCE
COMPANY, INC.

By: 

Name: Barry Moses

Title: Assistant Secretary

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of December 23, 2016, by and between Associated Industries Insurance Company, Inc. a stock insurance company organized under the laws of the State of Florida ("AIIC") and Comp Options Insurance Company, Inc. a stock insurance company organized under the laws of the State of Florida ("COIC").

WITNESSETH

WHEREAS, AIIC and COIC are entities under the common control of AmTrust Financial Services, Inc. ("AFSI");

WHEREAS, COIC is the direct, wholly owned subsidiary of AFSI;

WHEREAS, AIIC is the direct, wholly owned subsidiary of AmTrust North America of Florida, Inc., ("ANAFI") a Florida corporation which is the indirect, wholly owned subsidiary of AFSI;

WHEREAS, AIIC and COIC have determined that it would be in their best interests to effect the transactions contemplated by this Agreement; and

WHEREAS, the respective Boards of Directors of AIIC and COIC have duly approved the merger of COIC with and into AIIC upon the terms and subject to the conditions of this Agreement (the "Merger");

WHEREAS, the Board of Directors of COIC has duly recommended to AFSI the approval and adoption of this Agreement and the transactions contemplated hereby (including the Merger), upon the terms and subject to the conditions set forth herein;

WHEREAS, the Boards of Directors of AIIC has duly recommended to ANAFI the approval and adoption of this Agreement and the transactions contemplated hereby (including the Merger), upon the terms and subject to the conditions set forth herein;

WHEREAS, AFSI, in such capacity as the sole shareholder of COIC and the ultimate controller of AIIC and COIC, has duly approved the transactions contemplated hereby (including the Merger), upon the terms and subject to the conditions set forth herein;

WHEREAS, Section 628.451 of the Florida Insurance Code and Section 607.1101 of the Florida Business Organizations Law authorize the merger of a stock insurer organized under the laws of Florida into another Florida stock insurer;

NOW, THEREFORE, in order to effect the transactions contemplated by this Agreement and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I **MERGER AND SURVIVING CORPORATION**

1.1. Merger. Upon the terms and subject to the conditions herein and in accordance with the provisions pertaining to the merging of domestic corporations contained in the laws of the State of Florida, and subject to the receipt of all required approvals of the Florida Office

of Insurance Regulation, upon the filing of all required documents with the Florida Secretary of State, at the Effective Time, as defined in Section 3.1 below, COIC shall be merged with and into AIIC.

1.2. Surviving Corporation. AIIC shall be the surviving corporation in the Merger, and shall continue its corporate existence under the laws of the State of Florida under the name "Associated Industries Insurance Company" (hereinafter referred to at times as the "Surviving Corporation"). At the Effective Time, the separate existence of COIC shall cease.

ARTICLE II

TREATMENT OF SHARES

2.1. AIIC Shares. The issued and outstanding shares of AIIC shall not be affected by the Merger, shall continue to be outstanding at and after the Effective Time without any change, and shall continue as shares of the Surviving Corporation.

2.2. COIC Shares. At the Effective Time, all the outstanding shares of COIC shall be cancelled.

ARTICLE III

EFFECTIVE TIME

3.1. Effective Time. The Merger shall become effective at the date and time specified in the Articles of Merger and the Certificate of Merger filed with the Florida Secretary of State pursuant to Section 4.1 (the "Effective Time").

ARTICLE IV

TERMS AND CONDITIONS

4.1. Corporate Filings. As soon as practicable after the satisfaction of, or if permitted the waiver of, the conditions set forth in Section 4.6 hereof, the parties hereto shall cause the Merger to be consummated by delivering to the Florida Office of Insurance Regulation and the Florida Secretary of State an original Articles of Merger, and by delivering such other documents in such form as required by, and executed and acknowledged in accordance with, the relevant provisions of the laws of the State of Florida.

4.2. Articles of Incorporation. The Amended and Restated Articles of Incorporation of AIIC in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation from and after the Effective Time until thereafter amended in accordance with the provisions thereof and/or the laws of the State of Florida.

4.3. Bylaws. The Bylaws of AIIC in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation from and after the Effective Time until altered, amended or repealed as provided therein or in the articles of incorporation of the Surviving Corporation and/or the laws of the State of Florida.

4.4. Directors and Officers. The directors and officers of AIIC immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their respective successors shall have been elected and qualified as provided by the Bylaws of the Surviving Corporation and/or the laws of the State of Florida.

4.5. Further Action. COIC hereby agrees, as and when requested by the Surviving Corporation, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of COIC acquired or to be acquired by reason of or as a result of the Merger and otherwise to evidence or carry out the intent and purposes hereof.

4.6. Conditions Precedent to Merger. The consummation of the Merger shall be subject to the satisfaction or mutual waiver of the following conditions:

4.6.1 All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental authority required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

4.6.2 All authorizations, consents, waivers and approvals from parties to contracts or other agreements to which AIIC or COIC is a party, or by which either is bound, as may be required to be obtained by them in connection with the performance of this Agreement, the failure to obtain which would prevent or alter the effect of the consummation of the Merger or would be material to the Surviving Corporation, shall have been obtained.

4.6.3 No court, agency or other authority shall have issued any order, decree or judgment to set aside, restrain, enjoin or prevent the Merger and no statute, rule, regulation, executive order, decree or injunction shall have been enacted, promulgated or enforced by any United States court or governmental authority of competent jurisdiction which prohibits the consummation of the Merger. No litigation shall be pending which seeks to enjoin, prohibit or in any way restrict the consummation of the Merger, or alter the effect thereof.

ARTICLE V

EFFECTS OF MERGER

5.1. Assets and Liabilities. From and after the Effective Time, the Merger shall have all the effects set forth in the laws of the State of Florida. Without limiting the generality of the foregoing, and subject thereto, by virtue of the Merger and in accordance with the laws of the State of Florida, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, causes of action, and other assets of every kind and description of COIC shall, to the extent permitted by law, transfer to, vest in and devolve upon the Surviving Corporation without further act or deed at the Effective Time. All liens upon the property of COIC shall be preserved unimpaired as liens upon the property of the Surviving Corporation. All obligations, debts, liabilities and duties of COIC shall become the obligations, debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if such obligations, debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.

5.2. Agents. All appointments heretofore made, and in effect as of the Effective Time, by COIC of persons to act as its licensed agents are hereby ratified and accepted as its own by the Surviving Corporation, effective as of the Effective Time. The Surviving Corporation shall be bound by the acts of such agents in the same manner and to the same degree as was COIC.

5.3. Insurance Business. All policies of insurance issued by either COIC or AIIC shall, as of the Effective Time, become policies of insurance of the Surviving Corporation.

ARTICLE VI
MISCELLANEOUS

6.1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws.

6.2. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than AIIIC and COIC any rights or remedies hereunder.

6.3. Amendments. At any time prior to the Effective Time, this Agreement may be amended in matters of form or substance, or supplemented by additional agreements, articles or certificates, to the extent permitted by the laws of the State of Florida, as may be determined in the judgment of the Boards of Directors of AIIIC and COIC to be necessary, desirable or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Agreement.

6.4. Termination and Abandonment. At any time prior to the Effective Time, the Boards of Directors of AIIIC and COIC may cause the Merger and the transactions contemplated by this Agreement to be abandoned or delayed if such Boards determine that such abandonment or delay would be in the best interests of their respective companies. In the event of the termination and abandonment of this Agreement and the Merger pursuant to the preceding sentence, this Agreement shall become void and have no effect, without any liability on the part of AIIIC or COIC, or on the part of any of their directors or officers in respect thereof.

6.5. No Compensation In Connection With Merger. No director, officer, agent or employee of AIIIC, COIC, or any parent corporation or subsidiary corporation shall receive any fee, commission, compensation or other valuable consideration (other than regular salary or other compensation earned in carrying out his or her normal duties) whatsoever for in any manner aiding, promoting or assisting in the Merger.

6.6. Interpretation; Descriptive Headings. For purposes of this Agreement, the words "hereof," "herein," "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement.

6.7. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

6.8. Expenses. In the event that the Merger is not effectuated, each of AIIIC and COIC shall be responsible for all expenses in respect of this Agreement incurred by or attributable to it.

* * *

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

ASSOCIATED INDUSTRIES INSURANCE COMPANY, INC.

By: _____

Name: Barry Moses

Title: Assistant Secretary

COMP OPTIONS INSURANCE COMPANY, INC.

By: _____

Name: Barry Moses

Title: Assistant Secretary