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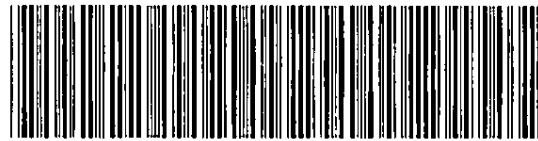
(Business Entity Name)

(Document Number)

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g 8/12/2022

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: **FedNat 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

Firm/Company

Address

City/State and Zip Code

sfay@colodnyfass.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**) **321-3475**

Area Code & Daytime Telephone Number

Please call me
if there are any
issues with this
filing. We will pickup
when the certified
copy is ready,
my mobile # is below.
Thanks!!
-WES

☒ 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
MAISON INSURANCE COMPANY
(a Louisiana corporation)

2022 AUG 11 PM 2:36

WITH AND INTO
FEDNAT INSURANCE COMPANY
(a Florida corporation)

The following articles of merger (the "Articles") are submitted in compliance with Section 607.1104 of the Florida Business Corporation Act ("FBCA"), and with Section 12:1-1105 of the Louisiana Business Corporation Act ("LBCA"), and in accordance with Section 22:76 of the Louisiana Insurance Code and Section 628.451, Florida Statutes.

ARTICLE I – SURVIVING CORPORATION

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

<u>Name</u>	<u>Jurisdiction</u>
FedNat Insurance Company (" <u>FedNat</u> ")	Florida

ARTICLE II – MERGING CORPORATION

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

<u>Name</u>	<u>Jurisdiction</u>
Maison Insurance Company (" <u>Maison</u> ")	Louisiana

ARTICLE III – PLAN OF MERGER

The Agreement and Plan of Merger providing for the merger of Maison with and into FedNat, pursuant to Sections 607.1104 and 607.1105 of the FBCA, Section 628.451, Florida Statutes, Sections 12:1-1105 and 12:1-1106 of the LBCA, and Section 22:76 of the Louisiana Insurance Code is attached hereto as Exhibit A (the "Agreement and Plan of Merger").

ARTICLE IV – EFFECTIVE DATE

The merger shall be of record upon the filing of the Articles of Merger with the Florida Department of State and the Louisiana Department of Insurance; provided, however, that FedNat and Maison intend that the merger shall be deemed effective as of June 30, 2022 and each agree to treat the merger as being effective as of such date for all purposes.

ARTICLE V – ADOPTION BY SURVIVING CORPORATION

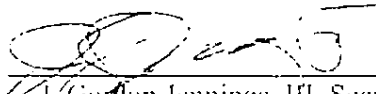
The sole shareholder of FedNat reviewed, considered, and on May 23, 2022, pursuant to a vote by unanimous written consent of the shareholder, duly approved and adopted the Agreement and Plan of Merger in accordance with the FBCA and Section 628.451, Florida Statutes.

ARTICLE VI – ADOPTION BY MERGING CORPORATION

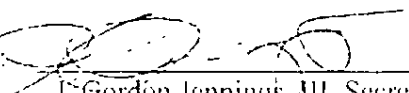
The sole shareholder of Maison reviewed, considered, and on May 23, 2022, pursuant to a vote by unanimous written consent of the shareholder, duly approved and adopted the Agreement and Plan of Merger as required by the LBCA and the Louisiana Insurance Code.

IN WITNESS WHEREOF, the Parties hereto have caused these Articles of Merger to be executed as of August 11, 2022.

FEDNAT INSURANCE COMPANY

By: 
J. Gordon Jennings, III, Secretary

MAISON INSURANCE COMPANY

By: 
J. Gordon Jennings, III, Secretary

AGREEMENT AND PLAN OF MERGER
OF
MAISON INSURANCE COMPANY
WITH AND INTO
FEDNAT INSURANCE COMPANY

This Agreement and Plan of Merger (this "Agreement") is dated as of August 11, 2022, by and between FedNat Holding Company ("Parent"), FedNat Insurance Company, a Florida corporation ("FedNat") and wholly-owned subsidiary of Parent, and Maison Insurance Company, a Louisiana corporation ("Maison") and wholly-owned subsidiary of Parent.

RECITALS

WHEREAS, the boards of directors of Parent, FedNat and Maison have each duly approved and adopted this Agreement and proposed merger of Maison with and into FedNat pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act (the "Florida Act") and the Louisiana Business Corporation Act (the "Louisiana Act"); and

WHEREAS, Parent, as the sole shareholder of FedNat and Maison, has duly approved and adopted this Agreement and the proposed merger of Maison with and into FedNat pursuant to the terms and conditions of this Agreement and in accordance with the Florida Act and the Louisiana Act; and

WHEREAS, FedNat and its board of directors duly approved and adopted this Agreement and the proposed merger of Maison with and into FedNat, with FedNat as the surviving corporation (the "Merger"), pursuant to the terms and conditions of this Agreement and in accordance with the Florida Act, including Sections 607.1101, 607.1103, 607.1104 and 607.1105 of the Florida Act, subject to obtaining applicable regulatory approvals, including any required by the Florida Office of Insurance Regulation (the "OIR") in accordance with Section 628.451, Florida Statutes, and the Louisiana Department of Insurance ("LDI") in accordance with Section 22:76 of the Louisiana Insurance Code; and

WHEREAS, Maison and its board of directors duly approved and adopted this Agreement and the proposed merger of Maison with and into FedNat, with FedNat as the surviving corporation, pursuant to the terms and conditions of this Agreement and in accordance with the Louisiana Act, including Sections 12:1-1102, 12:1-1104, 12:1-1105, and 12:1-1106 of the Louisiana Act, subject to obtaining applicable regulatory approvals, including any required by the OIR in accordance with Section 628.451, Florida Statutes, and the LDI in accordance with Section 22:76 of the Louisiana Insurance Code; and

WHEREAS, pursuant to the merger of Maison with and into FedNat, with FedNat as the surviving corporation, all of the issued and outstanding Maison capital stock ("Maison Capital Stock") shall be cancelled; and

WHEREAS, as a result of consummation of the Merger, (a) the separate existence of Maison will cease, and (b) FedNat will be the surviving corporation and remain a wholly owned subsidiary of Parent; and

WHEREAS, the Merger is subject to satisfaction of certain conditions, including approval of the OIR and LDI;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and representations, warranties, covenants, agreements, conditions and promises contained herein, the parties hereby agree as follows:

ARTICLE 1

GENERAL

1.1 The Merger. In accordance with the provisions of this Agreement and the applicable provisions of the Florida Act and Louisiana Act, Maison shall be merged with and into FedNat, with FedNat as the surviving corporation.

1.2 The Effective Time of Merger. The Merger shall be of record (the "Time of Filing") upon the later of (i) acceptance for filing of the Articles of Merger (as defined in Section 4.2) by the Secretary of State of the State of Florida, and (ii) acceptance for filing of the Articles of Merger (as defined in Section 4.2) by the Louisiana Department of Insurance; provided, however, subject to approval of the OIR and the LDI, Parent, FedNat and Maison intend that the merger shall be deemed to be effective as of June 30, 2022 (the "Effective Time") and each agree to treat the merger as being effective as of the Effective Time for all purposes.

1.3 Effect of Merger. At the Time of Filing but, in accordance with Section 1.2, effective as of the Effective Time, (a) the separate existence of Maison shall cease, (b) Maison shall be merged with and into FedNat, (c) FedNat shall be the surviving corporation (the "Surviving Corporation"), (d) the Surviving Corporation shall possess all the rights, privileges and powers of Maison, (e) the title to all real estate and other property, or any interest therein, owned by Maison shall be vested in the Surviving Corporation without reversion or impairment, (f) the Surviving Corporation shall thenceforth be responsible and liable for all the liabilities and obligations of Maison, (g) any claim existing or action or proceeding pending by or against Maison may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for Maison, and (h) neither the right of creditors nor any liens upon the property of Maison shall be impaired by the Merger, all as provided in Section 607.1106 of the Florida Act and Section 12:1-1107 of the Louisiana Act.

1.4 Organizational Documents, Directors and Officers of the Surviving Corporation. From and after the Effective Time, (a) the Articles of Incorporation of FedNat (the "FedNat Articles of Incorporation"), unless and until altered, amended or repealed as provided in the Florida Act shall be the Articles of Incorporation of the Surviving Corporation; (b) the bylaws of FedNat (the "FedNat Bylaws"), unless and until altered, amended or repealed as provided in the Florida Act and the FedNat Articles of Incorporation, shall be the bylaws of the Surviving Corporation, (c) the directors of FedNat shall be the directors of the Surviving Corporation, unless and until removed, or until their respective terms of office shall have expired, in accordance with the Florida Act, the FedNat Articles of Incorporation and the FedNat Bylaws, and (d) the officers of FedNat shall be the officers of the Surviving Corporation, unless and until removed, or until their terms of office shall have expired, in accordance with the Florida Act and the FedNat Bylaws.

1.5 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 to effectuate the Merger as expeditiously as reasonably practicable, in accordance with this Agreement, the Florida Act and the Louisiana Act.

1.6 Tax-Free Reorganization. For Federal income tax purposes, the parties intend that the Merger qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code") and the United States Treasury Regulations promulgated thereunder, for which this Agreement is to be adopted as a plan of reorganization within the meaning of Treasury Regulations Section 1.368-2(g). The parties shall not take a position on any tax return inconsistent with this Section 1.6, unless otherwise required by a taxing authority.

1.7 Closing. Subject to the provisions of Article 5, the closing of the Merger (the "Closing") will take place as soon as reasonably practicable after the satisfaction of all conditions set forth in Section 4.1. The Closing shall take place at the offices of Parent, unless another place is agreed to by the parties. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or day on which banks are required or permitted to close in the state of Florida.

ARTICLE 2

CONVERSION, CERTIFICATES AND PLANS

2.1 Total Consideration. No cash consideration will be paid in connection with the Merger.

2.2 Effect on Capital Stock. As a result of the Merger:

(a) Each share of FedNat capital stock directly held by Parent prior to the Merger shall remain issued and outstanding following the Merger.

(b) Each share of Maison Capital Stock that is owned by FedNat shall be cancelled.

2.3 Maison Options; Other Securities. At the Effective Time, each and any of Maison's then outstanding employee, director, and consultant stock options issued under any Maison option plan or otherwise (if any), in each case which have not been terminated, exercised or otherwise converted as of the Effective Time, by virtue of the Merger, shall be terminated and shall no longer be exercisable.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Maison. Maison represents and warrants as follows:

(a) **Organization; Good Standing; Qualification and Power.** Maison (i) is a corporation duly organized, validly existing and is in good standing in the State of Louisiana, (ii) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder, and to consummate the Merger, and (iii) is duly qualified and is in good standing to do business in those jurisdictions in which the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect. As used herein, "Material Adverse Effect" shall mean a material adverse effect on one's business, condition (financial or otherwise), assets, properties, operations, results of operations, prospects, affairs or liabilities.

(b) **Capital Stock; Securities.** The authorized capital stock of Maison consists of 5,000,000 shares of Maison Capital Stock, of which 2,500,000 shares are issued and outstanding. All of the issued and outstanding shares of Maison Capital Stock are owned by Parent. All outstanding shares of Maison Capital Common Stock are validly issued and outstanding, fully paid and non-assessable and not subject to preemptive rights. There are no options, warrants, rights, calls, convertible debt instruments, commitments or agreements of any character to which the Maison is a party, or by which Maison is bound, calling for the issuance of shares of capital stock or other securities of Maison.

(c) **Authority.** The execution, delivery and performance by Maison of this Agreement and the consummation of the transactions contemplated hereby and have been duly and validly authorized by all necessary corporate action on the part of Maison; and this Agreement has been duly and validly executed and delivered by Maison, and this Agreement is the valid and binding obligation of Maison, enforceable against Maison in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

3.2 **Representations and Warranties of FedNat.** FedNat represents and warrants as follows:

(a) **Organization; Good Standing; Qualification and Power.** FedNat (i) is a corporation duly organized, validly existing and is in good standing in the state of Florida, (ii) has all requisite corporate power and authority to own, lease and operate its properties and assets and to carry on its business as now being conducted, to enter into this Agreement, to perform its obligations hereunder, and to consummate the Merger, and (iii) is duly qualified and is good standing to do business in those jurisdictions in which the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect.

(b) **Authority.** The execution, delivery and performance by FedNat of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of FedNat; and this Agreement has been duly and validly executed and delivered by FedNat, and this Agreement is the valid and binding obligation of FedNat, enforceable against FedNat in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

3.3 **Representations and Warranties of Parent.** Parent represents and warrants as follows:

(a) **Title.** Parent is the lawful and record and beneficial owner of, and has good and valid title to all of the issued and outstanding shares of Maison Capital Stock, with the full power and authority to vote such Maison Capital Stock and transfer and otherwise dispose of such Maison Capital Stock and any and all rights and benefits independent to the ownership thereof free and clear of all encumbrances. Parent is the lawful and record and beneficial owner of, and has good and valid title to all of the issued and outstanding shares of FedNat, with the full power and authority to vote such FedNat shares and transfer and otherwise dispose of such FedNat shares and any and all rights and benefits independent to the ownership thereof free and clear of all encumbrances.

(b) **Authority.** Parent has full and absolute power and authority to enter into this Agreement, and this Agreement has been duly executed and delivered by Parent, and is the valid binding obligation of Parent, enforceable against Parent in accordance with its terms except to the extent that enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity regardless of whether such enforceability is considered a proceeding in law or equity.

ARTICLE 4

CLOSING CONDITIONS; CLOSING DELIVERABLES AND CONDITIONS

4.1 **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 5.8 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 of each of Parent, FedNat and Maison.

(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 the OIR and LDI, 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.

4.2 **Closing Deliverables and Actions.** At or prior to the Closing, Articles of Merger, satisfying all of the requirements of the Florida Act and Louisiana Act, in the form attached to this Agreement and in form and substance reasonably satisfactory to all parties hereto (the "Articles of Merger"), shall have been executed and delivered by both FedNat and Maison and filed with and accepted for filing by the Secretary of State of the state of Florida and the Louisiana Department of Insurance. At the Closing, all of the actions contemplated in Article 2 of this Agreement shall be taken.

ARTICLE 5

MISCELLANEOUS

5.1 **Entire Agreement.** This Agreement and the other writing referred to herein contain the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersede all prior agreements or understandings, written or oral among the parties with respect thereto.

5.2 **Descriptive Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

5.3 **Notices.** All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by nationally recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested or by facsimile, with confirmation. All such notices or communications shall be deemed to be received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of nationally-recognized overnight courier, on the next Business Day after the date when sent, (c) in the case of facsimile transmission, upon confirmed receipt, and (d) in the case of mailing, on the date set forth on the recipients' execution of the return receipt.

5.4 **Counterparts.** This Agreement may be executed in any number of counterparts by original or facsimile signature, each such counterpart shall be an original instrument, and all such counterparts together shall constitute one and the same agreement.

5.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida.

5.6 **Benefits of Agreement.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permits assigns. This Agreement shall not be assignable by any party hereto without the consent of the other parties hereto.

5.7 **Pronouns.** As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof whenever the context and facts require such construction.


5.8 **Amendment, Modification and Waiver.** This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed by the parties; provided, however, that any party to this Agreement may waive in writing any obligation owed to it by any other party under this Agreement. The waiver by any party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

5.9 **No Third Party Beneficiaries.** Except as otherwise expressly provided in Section 1.3, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.


[Remainder of page intentionally left blank. Signature on following page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be executed on its behalf as of the date first written above.


FEDNAT INSURANCE COMPANY

By: 
J. Gordon Jennings, III
Secretary

MAISON INSURANCE COMPANY

By: 
J. Gordon Jennings, III
Secretary

FEDNAT HOLDING COMPANY

By: 
J. Gordon Jennings, III
Secretary