

P10000090784

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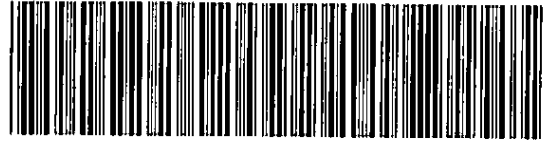
(Business Entity Name)

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2019 SEP 19 AM 10:54

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C. GOLDEN

OCT - 5 2019

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Tower Hill Signature Insurance Holdings, Inc.

Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Chrissy Fillmon

Contact Person

Tower Hill Insurance Group, LLC

Firm/Company

7201 N.W. 11th Place

Address

Gainesville, FL 32605

City/State and Zip Code

cfillmon@thig.com

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

For further information concerning this matter, please call:

Scott Rowe

Name of Contact Person

At (352) 333-1209

Area Code & Daytime Telephone Number

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

STREET ADDRESS:

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

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

ARTICLES OF MERGER

(Profit Corporations)

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

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Tower Hill Signature Insurance Holdings, Inc.	Florida	P10000090784

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Tower Hill Select Insurance Holdings, Inc.	Florida	P17000065455

Third: The Plan of Merger is attached.

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

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by **surviving** corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on 9/1/19.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by **merging** corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on 9/1/19.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

TH Signature Ins. Holdings, Inc

Donald C. Matz, Jr., President and Director

TH Select Ins. Holdings, Inc.

Donald C. Matz, Jr., President and Director

PLAN OF MERGER

(Non Subsidiaries)

The following plan of merger is submitted in compliance with section 607.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
Tower Hill Signature Insurance Holdings, Inc.	Florida
_____	_____

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
Tower Hill Select Insurance Holdings, Inc.	Florida
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Third: The terms and conditions of the merger are as follows:
See Exhibit A

Fourth: The manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving corporation or any other corporation or, in whole or in part, into cash or other property and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, or other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

Amendments to the articles of incorporation of the surviving corporation are indicated below or attached:

OR

Restated articles are attached:

Other provisions relating to the merger are as follows:

Exhibit A

CONTRIBUTION AND PLAN OF MERGER

MERGING TOWER HILL SELECT INSURANCE HOLDINGS, INC.

a Florida insurance corporation,

INTO

TOWER HILL SIGNATURE INSURANCE HOLDINGS, INC.

a Florida insurance corporation

and

TOWER HILL SELECT INSURANCE HOLDINGS, INC.

CONTRIBUTING ITS STOCK IN TOWER HILL SELECT INSURANCE

COMPANY TO TOWER HILL SIGNATURE INSURANCE COMPANY

THIS CONTRIBUTION AND PLAN OF MERGER (this "Agreement") is made as of September 1, 2019 (the "Effective Date"), by and between **TOWER HILL SELECT INSURANCE HOLDINGS, INC.**, a Florida corporation ("SELECT HOLDINGS" or the "Merging Corporation"), **TOWER HILL SIGNATURE INSURANCE HOLDING, INC.**, a Florida insurance corporation ("SIGNATURE HOLDINGS" or the "Surviving Corporation"), **TOWER HILL SELECT INSURANCE COMPANY**, a Florida corporation ("SELECT"), and **TOWER HILL SIGNATURE INSURANCE COMPANY**, a Florida corporation ("SIGNATURE").

RECITALS

WHEREAS, SELECT HOLDINGS owns all of the issued and outstanding shares of capital stock of SELECT;

WHEREAS, SELECT HOLDINGS is owned 24.9% by Renaissance Ventures, Ltd. ("RenRe"), and 75.1% by Tower Hill Insurance Holdings, LLC ("TH Holdings");

WHEREAS, SIGNATURE HOLDINGS is owned 24.9% by RenRe and 75.1% by TH Holdings;

WHEREAS, SELECT HOLDINGS shall contribute all of its stock in SELECT to SIGNATURE so that SELECT will become a subsidiary of SIGNATURE;

WHEREAS, SELECT HOLDINGS shall contribute all of its debts and assets to SIGNATURE HOLDINGS and thus merge into SIGNATURE HOLDINGS;

WHEREAS, the Board of Directors of SELECT HOLDINGS, SIGNATURE HOLDINGS, SELECT and SIGNATURE, have approved this Agreement and the transactions

contemplated herein and deem it advisable pursuant to the approval received from the Florida Office of Insurance Regulation (the "FLOIR");

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and agreements of the parties set forth hereinbelow, together with any actions required or permitted to be taken herein, the parties hereby agree as follows:

ARTICLE I - TRANSACTION

1. This Agreement contemplates a two-step process. First, SELECT HOLDINGS shall contribute all stock it owns in SELECT to SIGNATURE so that SELECT becomes a subsidiary of SIGNATURE. Second, SELECT HOLDINGS shall be merged with and into SIGNATURE HOLDINGS.
2. Although this transaction has been previously approved by the FLOIR, this Agreement shall be submitted to the FLOIR for review. This Agreement shall become effective on September 1, 2019, (the "Effective Time") unless otherwise directed by the FLOIR or agreed to in writing between the parties.
3. As of and after the Effective Time, the separate existence of SELECT HOLDINGS shall cease and the existence of SIGNATURE HOLDINGS shall continue unaffected and unimpaired by the merger.
4. At the Effective Time, (a) each of the issued and outstanding shares of SELECT HOLDINGS shall, by virtue of the merger and without any action on the part of the SELECT HOLDINGS OR SIGNATURE HOLDINGS, be cancelled and cease to exist, and (b) the shares of the SIGNATURE HOLDINGS shall continue to exist unaffected and unimpaired by the merger.

ARTICLE II - MISCELLANEOUS

1. This Agreement and the transactions contemplated hereunder may be abandoned at any time prior to the Effective Time by action of the board of directors of the parties for any reason or for no reason. In the event of such abandonment, this Agreement shall become void and have no further effect, without any liability.
2. This Agreement shall be construed under and governed by the laws of the State of Florida, without regard to its conflicts of laws principles.
3. This Agreement shall be for the benefit of and shall be binding upon the parties hereto and their respective legal representatives, heirs, successors and assigns.
4. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and all prior understandings, agreements or undertakings between the parties concerning the subject matter of this Agreement are superseded in their entirety by this Agreement.

5. In this Agreement, the use of any pronoun shall be deemed to include all genders, and the use of a singular pronoun shall include the plural, and vice versa, wherever, in either case, it appears appropriate from the context. As used in this Agreement, the words "hereof," "herein," "hereto", "hereunder" and any similar word or words refers to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise specifically provided herein.
6. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.
7. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that is not settled under this Article shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
8. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be signed as of the Signing Date.

TOWER HILL SELECT INSURANCE HOLDINGS, INC., a Florida corporation

By: Scott P. Rowe
Name: SCOTT P. ROWE
Title: SECRETARY

TOWER HILL SELECT INSURANCE COMPANY, a Florida corporation

By: [Signature]
Name: DAVID Q. MATZ, JR.
Title: PRESIDENT

TOWER HILL SIGNATURE INSURANCE HOLDINGS, Inc., a Florida corporation

By: Scott P. Rowe
Name: SCOTT P. ROWE
Title: SECRETARY

**TOWER HILL SIGNATURE INSURANCE
COMPANY, a**

Florida corporation

By: 

Name: DONALD C. MATZ, JR.

Title: PRESIDENT