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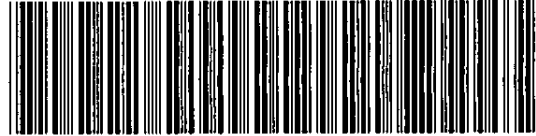
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*Mr. Ger*

MAR - 5 2018

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FILED  
2018 MAR -2 AM 9:31  
MAR 5 2018

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Monarch National Insurance Company

\_\_\_\_\_  
Name of Surviving Party

Please return all correspondence concerning this matter to:

Sandy P. Fay

\_\_\_\_\_  
Contact Person

Colodny Fass, P.L.L.C.

\_\_\_\_\_  
Firm/Company

1401 NW 136th Avenue, Suite 200

\_\_\_\_\_  
Address

Sunrise, FL 33323

\_\_\_\_\_  
City, State and Zip Code

bsanchez@fednat.com

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

For further information concerning this matter, please call:

Sandy P. Fay

at ( 954 ) 492-4010

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code and Daytime Telephone Number

☐ Certified Copy (optional) \$8.75

**STREET ADDRESS:**

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

**MAILING ADDRESS:**

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

**ARTICLES OF MERGER  
OF**

**MONARCH DELAWARE HOLDINGS LLC**  
(a Delaware limited liability company)

**WITH AND INTO**

**MONARCH NATIONAL INSURANCE COMPANY**  
(a Florida corporation)

FILED  
2018 MAR -2 PM 3:51  
CLERK OF CIRCUIT COURT  
IN AND FOR THE COUNTY OF  
DADE, FLORIDA

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Pursuant to Section 607.1109  
of the Florida Business Corporation Act

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Pursuant to Section 607.1109 of the Florida Business Corporation Act (the "FBCA"), these Articles of Merger provide as follows:

**ARTICLE I**  
**Jurisdiction; Surviving Corporation**

The name, entity type and jurisdiction of each of the parties to the merger is as follows:

<b>Name</b>	<b>Entity Type</b>	<b>Jurisdiction</b>
Monarch Delaware Holdings LLC	Limited Liability Company	Delaware
Monarch National Insurance Company	Corporation	Florida

Monarch National Insurance Company, a Florida Corporation, shall be the surviving corporation.

**ARTICLE II**  
**Plan of Merger**

The Agreement and Plan of Merger providing for the merger of Monarch Delaware Holdings LLC ("MDH") with and into Monarch National Insurance Company ("MNIC"), is attached hereto as Exhibit A (the "Agreement and Plan of Merger").

**ARTICLE III**  
**Approval of the Plan**

The Board of Managers of MDH, reviewed, considered, and on March 1, 2018 pursuant to the affirmative vote of a majority of the managers in accordance with Section 18-404 of the Delaware Limited Liability Company Act, duly adopted the Agreement and Plan of Merger, and presented the Agreement and Plan of Merger to the sole member of MDH in accordance with Section 18-209 of the Delaware Limited Liability Company Act. Thereafter, the sole member of MDH adopted and approved the Agreement and Plan of Merger on March 1, 2018 pursuant to an action by written consent in accordance with Section 18-302 of the Delaware Limited Liability Company Act.

The Board of Directors of MNIC, reviewed, considered and on March 1, 2018 pursuant to an action by written consent in accordance with Section 607.0821 of the FBCA, duly adopted the Agreement and Plan of Merger, and presented the Agreement and Plan of Merger to the sole shareholder of MNIC in accordance with Sections 607.1103 and 607.1108 of the FBCA. Shareholder approval was not required.


**ARTICLE IV**  
**Effective Time**

These Articles of Merger shall become effective on the date and at the time accepted for filing by the Department of State of the State of Florida.

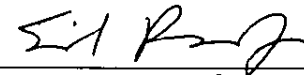
[Signatures on Next Page]

**IN WITNESS WHEREOF**, the undersigned duly authorized officers of the constituent entities have caused these Articles of Merger to be executed this 1st day of March, 2018.

**MONARCH DELAWARE HOLDINGS LLC,**  
a Delaware limited liability company

By:   
Name: ERICK A. FERNANDEZ  
Title: TREASURER

**MONARCH NATIONAL INSURANCE COMPANY,**  
a Florida corporation

By:   
Name: ERICK A. FERNANDEZ  
Title: TREASURER

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

## AGREEMENT AND PLAN OF MERGER

Agreement and Plan of Merger (this "Agreement"), dated as of March 1, 2018 by and among Federated National Insurance Company, a Florida corporation ("FNIC"), Monarch Delaware Holdings LLC, a Delaware limited liability company ("MDH"), and Monarch National Insurance Company, a Florida corporation ("MNIC").

### RECITALS

**WHEREAS**, the boards of directors and/or managers of FNIC, MDH, and MNIC have each duly approved and adopted this Agreement and proposed merger of MDH with and into MNIC pursuant to the terms and conditions of this Agreement and in accordance with the Florida Business Corporation Act (the "Florida Act") and the Delaware Limited Liability Company Act (the "Delaware Act");

**WHEREAS**, the respective shareholders and members of MDH and MNIC have duly approved and adopted this Agreement and the proposed merger of MDH with and into MNIC pursuant to the terms and conditions of this Agreement and in accordance with the Florida Act and the Delaware Act;

**WHEREAS**, pursuant to the merger of MDH with and into MNIC, among other things, each issued and outstanding membership interest of MDH will be exchanged and canceled in the manner set forth in Article 2 hereof, upon the terms and subject to the conditions set forth in this Agreement and in the Florida Act and the Delaware Act (collectively, the "Merger");

**WHEREAS**, as a result of consummation of the Merger, (a) the separate existence of MDH will cease; and (b) MNIC will be the surviving corporation and will become a wholly-owned subsidiary of FNIC; and

**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, the Florida Act and the Delaware Act, MDH shall be merged with and into MNIC.

**1.2 The Effective Time of Merger**. The Merger shall become effective (the "Effective Time") upon acceptance for filing of the Articles of Merger (as defined in section 4.2(a) by the Secretary of State of the State of Florida.

**1.3 Effect of Merger**. At the Effective Time, (a) the separate existence of MDH shall cease, (b) MDH shall be merged with and into MNIC, (c) MNIC shall be the surviving

corporation (the "Surviving Corporation"), (d) the Surviving Corporation shall possess all the rights, privileges and powers of MDH, (e) the title to all real estate and other property, or any interest therein, owned by MDH 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 MDH, (g) any claim existing or action or proceeding pending by or against MDH may be continued as if the Merger did not occur or the Surviving Corporation may be substituted in the proceeding for MDH, and (h) neither the right of creditors nor any liens upon the property of MDH or MNIC shall be impaired by the Merger, all as provided in Section 607.1106 of the Florida Act and Section 18.209 of the Delaware Act.

**1.4 Organizational Documents, Directors and Officers of the Surviving Corporation.** From and after the Effective Time, (a) the Articles of Incorporation of MNIC (the "MNIC 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 MNIC (the "MNIC Bylaws"), unless and until altered, amended or repealed as provided in the Florida Act and the MNIC Articles of Incorporation, shall be the bylaws of the Surviving Corporation, (c) the following persons 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 MNIC Articles of Incorporation and the MNIC Bylaws: Michael Braun, Erick Fernandez, J. Gordon Jennings, Ronald Jordan, Ydania Concepcion, and (d) the officers of MNIC 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 MNIC 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 in order to effectuate the Merger as expeditiously as reasonable practicable, in accordance with this Agreement, the Florida Act and the Delaware Act.

**1.6 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 to this agreement 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. 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.** 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 3. The Closing shall take place at the offices of FNIC, unless another place is agreed to by the parties.

## ARTICLE 2

### EFFECT OF THE MERGER ON THE MEMBERSHIP INTERESTS AND CAPITAL STOCK OF THE ENTITIES TO THE MERGER; EXCHANGE OF CERTIFICATES

**2.1 Total Consideration; Effect on Membership Interests and Capital Stock.** The entire consideration payable by MNIC with respect to all outstanding membership interests in MDH shall be the sum of \$1.00 plus other good and valuable consideration. All 280 Class A membership interests and all 50 Class B membership interests in MDH issued to FNIC will be canceled. 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 MDH, MNIC and FNIC, each share of common stock of MNIC held by MDH shall be canceled and reissued to FNIC following the Merger and no additional consideration shall be delivered in exchange therefore.

**2.2 Procedure for Exchange** Following the Effective time, FNIC shall deliver the certificate(s), if any, representing the MDH membership interests owned FNIC (the "MDH Certificate") for cancellation and such other documents as may be reasonably required by FNIC. The MDH Certificate, if in paper form, shall forthwith be cancelled.

**2.3 No Further Ownership Rights.** All MNIC common stock issued upon surrender for exchange of membership interests in MDH in accordance with the terms in Article 2 shall be deemed to have been issued in full satisfaction of all rights pertaining to such membership interests in MDH.

## ARTICLE 3

### CLOSING CONDITIONS; CLOSING DELIVERABLES AND CONDITIONS

**3.1 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 both parties pursuant to Section 4.8 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 validly taken, and not withdrawn, by the boards of managers or directors and members or shareholders of each of MDH, MNIC and FNIC.

(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 Florida Office of Insurance Regulation, 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) **Articles of Merger.** Articles of Merger, satisfying all of the requirements of the Florida Act and the Delaware Act, attaching this Agreement and in form and substance reasonably satisfactory to all parties hereto (the "Articles of Merger"), shall have been executed and delivered by MDH and MNIC and filed with and accepted for filing by the Secretary of State of the State of Florida.

(e) **Prior Transaction.** Articles of Merger and an Agreement of Plan and Merger with respect to the merger of Monarch National Holding Company, a Florida corporation ("MNHC") and MNIC shall have been entered into between MNHC and MNIC and such Articles of Merger and Agreement of Plan and Merger shall be filed with and accepted for filing by the Secretary of State of the State of Florida.

## ARTICLE 4

### MISCELLANEOUS

4.1 **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 agreement or understandings, written or oral among the parties with respect thereto.

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

4.3 **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.

4.4 **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.

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

4.6 **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.

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

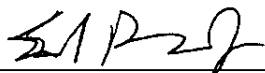
**4.8 Amendment, Modification and Waiver.** This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed by MDH, MNIC and FNIC; provided, however, that any party to this Agreement may waive in writing any obligation owed to it by any other party under 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.

**4.9 No Third Party Beneficiaries.** 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 assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.


**[Remainder of page intentionally left blank. Signatures 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 set forth above.


**FEDERATED NATIONAL INSURANCE COMPANY,**  
a Florida Corporation

By:   
Name: ERICK A. FERNANDEZ  
Title: TREASURER

**MONARCH DELAWARE HOLDINGS LLC,**  
a Delaware limited liability company

By:   
Name: ERICK A. FERNANDEZ  
Title: TREASURER

**MONARCH NATIONAL INSURANCE COMPANY,**  
a Florida Corporation

By:   
Name: ERICK A. FERNANDEZ  
Title: TREASURER