

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: National Casualty Company
Name of Corporation

DOCUMENT NUMBER: 802639

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jacqueline A. Gordon
Name of Contact Person

Nationwide
Firm/Company

One Nationwide Plaza, Mail Code 1-35-406
Address

Columbus, OH 43215-2220
City/State and Zip Code

finrpt@nationwide.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jacqueline A. Gordon at (614) 249-4431
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- \$35.00 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee, Certificate of Status & Certified Copy (Additional copy is enclosed)

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

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

PROFIT CORPORATION
APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO
APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA
(Pursuant to s. 607.1504, F.S.)

SECTION I
(1-3 MUST BE COMPLETED)

802639

(Document number of corporation (if known))

1. National Casualty Company

(Name of corporation as it appears on the records of the Department of State)

2. Wisconsin

(Incorporated under laws of)

3. 11/28/1925

(Date authorized to do business in Florida)

SECTION II
(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? _____

5. _____
(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

Ohio

(New jurisdiction)

8. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.

(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Thomas E. Clark

(Typed or printed name of person signing)

President

(Title of person signing)

RECEIVED
16 DEC -9 PM 1:13
TALLAHASSEE, FLORIDA

NATIONAL CASUALTY COMPANY

Secretary's Certificate

I, Mark E. Hartman, being the duly elected, qualified and acting Associate Vice President and Assistant Secretary of National Casualty Company (the "Company"), hereby certify as follows:

1. As Associate Vice President and Assistant Secretary, I have custody of the corporate records and seal of the Company.
2. Attached hereto as Exhibit A is a current, correct and complete copy of the Articles of Incorporation of the Company (the "Articles"), filed with the Ohio Secretary of State on August 25, 2016. Such Articles are effective as of October 1, 2016.
3. Attached hereto as Exhibit B is a current, correct and complete copy of the Code of Regulations of the Company, effective as of October 1, 2016.
4. Attached here to as Exhibit C is the Order issued by the Ohio Department of Insurance, dated August 17, 2016, approving the redomestication of the Company from a Wisconsin corporation to an Ohio corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the corporate seal of the Company to be hereto affixed this 9th day of September, 2016.



A handwritten signature in black ink, appearing to read "Mark E. Hartman", written over a horizontal line.

Mark E. Hartman
Associate Vice President and Assistant Secretary

201623800258

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
08/25/2016	201623800258	DOMESTIC ARTICLES/FOR PROFIT (ARF)	99.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

CORPORATION SERVICE COMPANY
DEANNE E. SCHAUSEIL
50 W. BROAD STREET
COLUMBUS, OH 43215

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

3933090

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

NATIONAL CASUALTY COMPANY

and, that said business records show the filing and recording of:

Document(s)
DOMESTIC ARTICLES/FOR PROFIT

Document No(s):
201623800258

Effective Date: 10/01/2016



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 25th day of August, A.D. 2016.

Jon Husted

Ohio Secretary of State

EXHIBIT A
ARTICLES OF INCORPORATION AND REDOMESTICATION
OF
NATIONAL CASUALTY COMPANY

PREAMBLE: The document identifies the transaction as a redomestication subject to approval of the Superintendent of Insurance pursuant to Section 3913.40 of the Ohio Revised Code as it now exists or may hereafter be amended. On December 19, 1904, the Corporation was formed in the State of Michigan and redomesticated to Wisconsin and is currently domiciled in Wisconsin. The Articles of Incorporation have been amended on June 3, 1909, November 26, 1910, November 8, 1927, November 18, 1941, October 11, 1945, October 2, 1947, February 11, 1955, August 31, 1983, March 17, 1986, June 4, 1990, July 29, 1993, October 25, 1999 and January 25, 2006.

FIRST: The name of the corporation shall be National Casualty Company.

SECOND: The principal office shall be located in Columbus, Franklin County, Ohio.

EFFECTIVE DATE: 10/01/2016

THIRD: The number of shares which the corporation is authorized to have outstanding is 100 shares of common stock, with a par value of \$50,000 per share.

FOURTH: The amount of paid-in capital with which the Corporation began business in Ohio was \$5,000,000. Effective March 31, 2016, the amount of surplus with which the Corporation began business in Ohio was \$134,821,002.

NATIONAL CASUALTY COMPANY

**BYLAWS RESTATED AS CODE OF REGULATIONS
For the Government of the Shareholders
and Board of Directors**

**ARTICLE I
Offices**

Section 1. Principal Office. The principal office of National Casualty Company (the "Company") shall be located in the city of Columbus, Franklin County, Ohio.

Section 2. Branch Offices. Branch offices may be established anywhere in the United States of America, its territories or possessions.

**ARTICLE II
Meetings of Shareholders**

Section 1. Meetings In or Out of State. Any meeting of Shareholders may be held in or outside of the State of Ohio.

Section 2. Annual Meeting. An annual meeting of the Shareholders shall be held on such date and at such place and time as is fixed by resolution of the Board of Directors. If, for any reason, the annual meeting is not held as provided for in this section, then the business to be transacted thereat may be transacted at any special meeting of the Shareholders called as provided in Section 3 of this Article.

Section 3. Special Meetings of Shareholders. Special meetings of the Shareholders may be called by the Chairman of the Board, Chief Executive Officer, President, a majority of the members of the Board of Directors acting with or without a meeting or upon the written request of persons who hold 25% of all the votes entitled to be cast on any issue proposed to be considered. Upon request in writing by registered mail or delivered in person to the Chief Executive Officer, President, Secretary or to any other person or persons entitled to call a meeting of the Shareholders, it shall be the duty of the officer receiving such request to give notice forthwith to the Shareholders, as provided in Article V, and if such notice shall not be so given, then the person or persons making such request may give such notice to the Shareholders. Such notice for special meetings shall specify the time, place and purpose or purposes thereof and no business other than that included in the statements of such notice shall be acted upon at such meeting except with the consent of all of the Shareholders entitled to notice of and eligible to vote at the meeting in question.

Section 4. Notice of Meetings. Notices of regular or special meetings of the Shareholders shall be delivered not more than forty-five (45) nor less than ten

irrevocable and is coupled with an interest, except as otherwise provided by the Ohio Revised Code. Except where the transfer books of the Company have been closed or a date has been fixed as a record date for the determination of the Shareholders entitled to vote, no share of stock shall be voted at any election for Directors, which has been transferred on the books of the Company within twenty (20) days preceding such election of Directors.

Section 10. Majority Vote. The affirmative vote of the holders of a majority of the shares of common stock that are present at the meeting (whether in person or by proxy) and voting, shall be the act of the Shareholders, except as may otherwise be provided by statute or the Articles of Incorporation or this Code of Regulations.

Section 11. Action In Writing. Whenever a vote of Shareholders at a meeting thereof is required or permitted to be taken in connection with any corporate action by the provisions of law or the Articles of Incorporation or Bylaws of the Company, the meeting and vote of the Shareholders (as well as notice of the meeting) shall not be required if all of the Shareholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken by manual, facsimile, conformed or electronic signature thereon. Any such action by written consent shall be filed with the minutes of the proceedings of the Shareholders.

Section 12. Order of Business. At all Shareholders' meetings, the order of business shall be as follows, unless changed by the affirmative vote of the holder(s) of a majority of the shares represented at that meeting:

1. Reading of minutes of preceding meeting
2. Reading and consideration of reports and statements—report of the Chief Executive Officer, President, any other officer and any committee
3. Election of Directors (at annual or special meetings called for that purpose)
4. Old or unfinished business
5. New business
6. Adjournment

ARTICLE III Fiscal Year

The fiscal year of the Company shall begin on the first day of January and end on the last day of December of each year, but the Board of Directors shall have the power to change such fiscal year at any time it deems such change advisable.

Section 8. Majority Votes. An affirmative vote of a majority of the Directors present and voting at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except as may otherwise be provided by statute, the Articles of Incorporation or this Code of Regulations.

Section 9. Compensation. The members of the Board of Directors, other than salaried officers, shall receive such compensation as shall be fixed by the Board of Directors from time to time for the performance of services for the Company, together with reimbursement for their reasonable expenses incurred in the performance of such services.

Section 10. Vacancies. Any vacancy on the Board of Directors may be filled by a majority vote of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office.

Section 11. Action by Unanimous Written Consent Without a Meeting. Whenever a vote of Directors at a meeting thereof is required or permitted to be taken in connection with any corporate action by the provisions of law or the Articles of Incorporation or Bylaws of the Company, the meeting and vote of the Directors (as well as notice of the meeting) shall not be required if all of the Directors who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken by manual, facsimile, conformed or electronic signature thereon. Any such action by written consent shall be filed with the minutes of the proceedings of the Board of Directors.

ARTICLE V Notice

Section 1. Written Notice. Unless otherwise provided by statute or the Articles of Incorporation or this Code of Regulations a written, printed or electronic notice of each regular or special meeting of the Shareholders and each special meeting of the Board of Directors stating the time, place and purposes thereof, shall be delivered to each Shareholder of record or Director entitled to vote at such meeting or entitled to notice, whether delivered personally, by mail or electronic transmission. If delivered personally or by mail, such notice shall be addressed and delivered to the last known address of such Shareholder or Director as shown by the books of the Company. Such notice shall be deemed given on the day such notice is personally delivered or deposited in the mail. If notice is electronically transmitted to a Shareholder or Director, it shall be sent in a manner previously authorized by the Shareholder or Director. If such notice is transmitted electronically, it shall be deemed given on the day of the transmission. If any meeting is adjourned to another time or place, no further notice as to such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

ARTICLE VII
Duties of Officers

Section 1. Chief Executive Officer. The Chief Executive Officer, if one is elected, shall exercise general administrative leadership and direction of the Company in conformity with actions and controls established and maintained by the Board of Directors. The Chief Executive Officer shall, in compliance with the laws of the State of Ohio, the Articles of Incorporation and this Code of Regulations and in concurrence with the actions of the Board of Directors, direct the activities of the officers of the Company. The Chief Executive Officer shall have the power and authority to execute on behalf of the Company any and all documents, contracts, instruments or other papers to which the signature of the Company is to be attached; provided, however, a facsimile signature may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company. The Chief Executive Officer shall exercise the discretion of and perform generally all of the duties incident to the Office of the Chief Executive Officer and such other and further duties as may be from time to time required by the Board of Directors.

In the absence of the Chairman of the Board and the Vice Chairman, if one is elected, or at the request thereof, the Chief Executive Officer shall preside at meetings of the Shareholders and the Board of Directors and shall have such other powers and duties as may be prescribed by the Board of Directors.

Section 2. President. The President shall be the Chief Operating Officer of the Company and shall, in compliance with the laws of the State of Ohio and the Articles of Incorporation and this Code of Regulations, and in concurrence with the Chief Executive Officer and actions of the Board of Directors, direct the activities of its officers. In the event the Company does not have a separately elected Chief Executive Officer, the President shall serve as the Chief Executive Officer and shall have the powers and duties described in Article VII, Section 1 of this Code of Regulations.

Except as provided for by resolution of the Board of Directors or by memorandum from the Chief Executive Officer, the President shall have the power and authority to execute on behalf of the Company those documents, contracts, instruments or other papers to which the signature of the Company is to be attached; provided, however, a facsimile signature may be printed, engraved or stamped on any approved document, contract, instrument or other papers of this Company. The President shall exercise the discretion of and perform generally all of the duties incident to the office of President and such other and further duties as may be required by the Board of Directors or the Chief Executive Officer.

In the absence of the Chairman of the Board, the Vice Chairman and the Chief Executive Officer, or at the request thereof, the President shall preside at

other and further duties as may from time to time be assigned by the Chief Executive Officer or President and approved by the Board of Directors.

Section 7. Assistant Secretary. The Assistant Secretary shall, at all times, act as an assistant to the Secretary and shall have such powers and perform such duties as may be assigned by the Secretary and approved by the Chief Executive Officer or President. In case both the Secretary and the Assistant Secretary are at the same time absent or unable to perform their duties, the Board of Directors may appoint a secretary pro tempore with the power and duty to act as secretary during such absence or disability of both the Secretary and Assistant Secretary.

Section 8. Assistant Treasurer. The Assistant Treasurer shall, at all times, act as an assistant to the Treasurer and shall have such powers and perform such duties as may be assigned by the Treasurer and approved by the Chief Executive Officer or President.

Section 9. Execution of Instruments. In addition to the Chief Executive Officer, President, Treasurer and Secretary, any vice president, assistant secretary or assistant treasurer shall have the power and authority to sign all approved documents, instruments, contracts or other papers in connection with the operation of the business of the Company; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

Section 10. Vacancies. Whenever a vacancy occurs in any office of the Company for any cause, the vacancy may be filled for the unexpired term by the Board of Directors or any committee of the Board of Directors, to the extent such committee has been delegated authority to appoint or elect officers by the Board of Directors, if those present constitute a quorum thereof.

Section 11. Bond of Officers and Employees. Any officer or employee of the Company handling funds or negotiable instruments or any other property of the Company shall furnish such bond or shall be covered by a blanket bond in such amounts and with such surety or sureties as may be required by the Board of Directors. The premium of any such bond shall be paid by the Company.

ARTICLE VIII Funds and Investments

Section 1. Deposit of Funds. The funds of the Company shall be deposited in the name of the Company in such depositories as the Board of Directors may designate. Such funds shall be disbursed only by check or order signed by authorized persons designated from time to time by the Board of Directors.

Section 2. Deposit of Securities. All securities owned by the company shall be delivered in either book entry or physical form and may be held by a

the Company. No new certificate shall be issued until the former certificate for the same number of shares shall have been surrendered and canceled, except as provided for in Section 3 of this Article.

Section 2. Transfer of Shares. The shares of the Company may be transferred on the books of the Company by the holder thereof in person or by a duly authorized attorney upon the surrender of the certificate therefor properly endorsed and assigned.

Section 3. Lost, Stolen, Destroyed or Mutilated Certificates. If any share certificate of this Company becomes worn, defaced or mutilated, the Secretary, upon presentation or surrender thereof, may order the same canceled, and may issue a new certificate in lieu thereof. If any share certificate is lost, stolen or destroyed, the Secretary may issue a new certificate in lieu thereof to the person entitled to such lost, stolen or destroyed certificate upon receiving an affidavit of loss and indemnity agreement containing such terms as may be approved by the Chief Legal and Governance Officer to protect the Company or any person, firm or other company from loss, cost or damage resulting from the issue of such new certificate.

Section 4. Closing of Transfer Books. The Board of Directors shall have the power to close the share transfer books of the Company for a period not to exceed forty-five (45) days preceding the date of any meeting of Shareholders, or the date for payment of any dividend, or the date for the allotment of rights or the date when any change or conversion or exchange of capital shares shall go into effect; provided, however, that in lieu of closing the share transfer books, the Board of Directors may fix, in advance, a date not exceeding forty-five (45) days preceding the date of any meeting of Shareholders, or the date for the payment of any dividend, or the date for the allotment of rights or the date when any change or conversion or exchange of shares shall go into effect, as a record date for the determination of the Shareholders entitled to notice of, and eligible to vote at any such meeting, or entitled to receive payment of any such dividend or entitled to any such allotment of rights or to exercise the rights with respect to any such change, conversion or exchange of shares, and in such cases only such Shareholders as shall be shareholders of record on the date so fixed shall be entitled to such notice of and eligible to vote at such meeting, or to receive payment of such dividend, or to receive such allotment of rights or to exercise such rights, as the case may be, notwithstanding any transfer of any share on the books of the Company after any such record date fixed as aforesaid. The Company shall be entitled to treat the holder of record of any share or shares of the Company as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the State of Ohio.

Section 5. Transfer Agents and Registrars. The Board of Directors may appoint, or revoke the appointment of, transfer agents and registrars and may require all certificates for shares to bear the signatures of such transfer agents

otherwise, and shall continue as to a person who has ceased to be a Director, officer, trustee, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 3. Advance Payment of Expenses. The Company shall, in accordance with applicable law, pay any Indemnitee reasonable expenses, including attorney's fees, incurred in defending any Proceeding referred to in Section 1 of this Article XI, in advance of the final disposition of such Proceeding; provided, however, that the payment of such expenses in advance of the final disposition of such Proceeding shall be made only upon delivery to the Company of any legally required undertaking by or on behalf of such Indemnitee.

Section 4. Contractual Rights: Applicability. The right to be indemnified or to the reimbursement or advancement of expenses pursuant hereto (i) is a contract right based upon good and valuable consideration, pursuant to which the Indemnitee may bring suit as if the provision hereof were set forth in a separate written contract between the Company and such Indemnitee, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto.

Section 5. Requested Service. Any person serving, in any capacity with (i) another company of which a majority of the shares entitled to vote in the election of its directors is held by the Company, or (ii) any employee benefit plan of the Company or of any company referred to in clause (i), shall be deemed to be doing so at the request of the Company.

Section 6. Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a Director, trustee, officer or employee of the Company, or is or was serving at the request of the Company as a director, trustee, officer or employee of another company, domestic or foreign, non-profit or for profit, partnership, joint venture, trust or other entity against any liability asserted against such person and incurred in any such capacity or arising out of the status as such, whether or not the Company would have the power to indemnify or advance expenses to such person against such liability under this Article XI.

Section 7. Non-Liability. A Director shall not be personally liable to the Company or its Shareholders for monetary damages for any action taken, or any failure to take any action, as a Director, except for liability (i) for the amount of a financial benefit received by a Director to which the Director is not entitled, (ii) an intentional infliction of harm on the Company or the Shareholders, or (iii) a violation of criminal law. No amendment to or repeal of this Code of Regulations shall apply to or have any effect on the liability or alleged liability of any Indemnitee for or with respect to any acts or omissions of such Indemnitee occurring prior to such amendment or repeal. If Ohio law is hereafter changed to permit further elimination or limitation of the liability of Indemnitees for monetary

EXHIBIT C

Ohio Department of Insurance Order

Effective Date: December 28, 1904

Expiration Date: April 01, 2017

State of Ohio
Department of Insurance
Certificate of Authority

This is to Certify, that

NATIONAL CASUALTY COMPANY

NAIC No. 11991

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Earthquake

Fidelity

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-States Reasons (A&H)

Ocean Marine

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



John R. Kasich, Governor

Mary Taylor

Mary Taylor, Lt. Governor/Director