

807243

Rogers, Towers et al.

Requestor's Name
106 South Monroe Street
2nd Floor

Address
Tallahassee, FL 32301 (222-7200)

City/State/Zip Phone #

Office Use Only

FILED
97 DEC 24 AM 11:07
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXPIRES DATE
12/31/97

* Please call Pat if problems.

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

- The Independent Life and Accident Insurance Company
(Corporation Name) *into* (Document #) ~~807243~~ 009456
- American General Life and Accident Insurance Company
(Corporation Name) (Document #) 807243
- _____
(Corporation Name) (Document #)
- _____
(Corporation Name) (Document #)

- Walk in Pick up time 12/29 Certified Copy (2)
- Mail out Will wait Photocopy Certificate of Status

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	NonProfit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of R.A., Officer/ Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input checked="" type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Report
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation

REGISTRATION/ QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Partnership
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

Merger

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TALLAHASSEE, FLORIDA

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-12/24/97-01004-018
****175.00 ****175.00

VS DEC 24 1997

Examiner's Initials	
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807243

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY, a Florida
corporation, 009456

INTO

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY, a
Tennessee corporation, 807243

File date: December 24, 1997, effective December 31, 1997

Corporate Specialist: Velma Shepard

APPROVED
INSURANCE COMMISSIONER
AND TREASURER

DEC 18 1997

BY S. H. Maxwell
Legal Division

ARTICLES OF MERGER OF
THE INDEPENDENT LIFE AND ACCIDENT INSURANCE COMPANY
WITH AND INTO
AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

97 DEC 24 AM 11:07
FILED
SECRETARY OF STATE
TALLAHASSEE FLORIDA
EFFECTIVE DATE
12/31/97

American General Life and Accident Insurance Company, a Tennessee corporation, and The Independent Life and Accident Insurance Company, a Florida corporation, pursuant to the provisions of the Tennessee Business Corporation Act, the Tennessee Insurance Code, the Florida Business Corporation Act and the Florida Insurance Code do adopt and file the following Articles of Merger:

1. The name of the surviving corporation is American General Life and Accident Insurance Company, a Tennessee corporation.
2. The Agreement and Plan of Merger attached hereto as Exhibit A and incorporated by this reference was adopted by the board of directors of American General Life and Accident Insurance Company and The Independent Life and Accident Insurance Company on May 16, 1997, in the manner prescribed by the applicable laws of the states of Tennessee and Florida.
3. As to American General Life and Accident Insurance Company, a Tennessee corporation, the Agreement and Plan of Merger was duly adopted by

unanimous written consent of the sole shareholder, AGC Life Insurance Company, on September 23, 1997, as evidenced by the attached "WRITTEN CONSENT OF THE SOLE SHAREHOLDER" and the certification of such action on the agreement by the secretary of American General Life and Accident Insurance Company.

4. As to The Independent Life and Accident Insurance Company, a Florida corporation, the Agreement and Plan of Merger was duly adopted by unanimous written consent of the sole shareholder, AGC Life Insurance Company, on September 23, 1997, as evidenced by the attached "WRITTEN CONSENT OF THE SOLE SHAREHOLDER" and the certification of such action on the agreement by the assistant secretary of The Independent Life and Accident Insurance Company.

5. The surviving corporation, American General Life and Accident Insurance Company, a Tennessee corporation, is authorized to do business in the state of Tennessee as well as in thirty-seven other jurisdictions.

6. American General Life and Accident Insurance Company hereby:

- (a) Agrees that it may be served with process in the state of Tennessee in any proceeding for the enforcement of any obligation of The Independent Life and Accident Insurance Company, and
- (b) Irrevocably appoints the Insurance Commissioner of the State of Tennessee as its Agent to accept process in any such proceedings.

7. An executed original of these Articles of Merger shall be filed with the Secretary of State of Tennessee.

8. The effective time and date of the merger shall be 11:59 p.m., Central Time, on December 31, 1997.

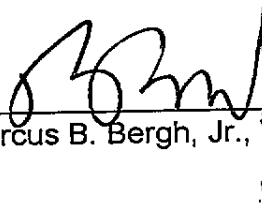
IN WITNESS WHEREOF, American General Life and Accident Insurance Company and The Independent Life and Accident Insurance Company have each caused these Articles of Merger to be signed in its respective corporate name by its President or one of its Vice Presidents and by its Secretary or Assistant Secretary.

Dated: September 25, 1997

Attest:


AMERICAN GENERAL LIFE AND ACCIDENT
INSURANCE COMPANY

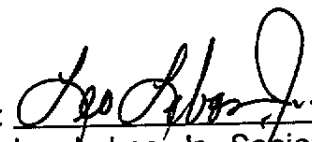

Rex H. Roberts, Secretary

By: 
Marcus B. Bergh, Jr., Vice President

Attest:

THE INDEPENDENT LIFE AND ACCIDENT
INSURANCE COMPANY


Peggy T. Simpson
Assistant Secretary

By: 
Leo Lebos, Jr., Senior Vice President

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of September 24, 1997 is between American General Life and Accident Insurance Company ("AGLA"), a Tennessee insurer (formerly The National Life and Accident Insurance Company), and The Independent Life and Accident Insurance Company ("ILA"), a Florida insurer, AGLA and ILA being sometimes referred to herein as the "Constituent Corporations."

WHEREAS, the Board of Directors of each Constituent Corporation deems it advisable for the general welfare of its Constituent Corporation and the shareholder of its Constituent Corporation that the Constituent Corporations merge into a single corporation pursuant to this Agreement and the applicable laws of the State of Florida and the State of Tennessee, and each has approved this Agreement for such purpose, all in a transaction which will qualify as a reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, AGC Life Insurance Company ("AGCL"), a Missouri corporation, is the sole shareholder of AGLA and ILA; and

WHEREAS, this agreement is stated in accordance with, and is intended to serve as the Plan of Merger required under Section 48-21-104, Tennessee Code Annotated and Section 628.451(1), Florida Statutes;

NOW, THEREFORE, for and in consideration of the mutual promises and subject to the conditions contained herein, the Constituent Corporations agree that ILA shall be merged with and into AGLA, with AGLA as the surviving corporation in accordance with the applicable laws of the State of Florida and the State of Tennessee, that the name of the surviving corporation shall continue to be American General Life and Accident Insurance Company (which in its capacity as surviving corporation is hereinafter called the "Surviving Corporation"), and that the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

Section 1. Effective Date

The merger provided for in this Agreement shall become effective as of 11:59 p.m., Central Time, on December 31, 1997, or such other time and date as may be agreed to in writing by the Presidents or any Vice Presidents of the Constituent Corporations (the "Effective Date"), provided that each of the following has occurred:

(1) Adoption of this Agreement by the sole shareholder of each of AGLA and ILA pursuant to the applicable laws of the State of Florida and the State of Tennessee;

(2) Such execution, acknowledgment, verification, and filing of this Agreement and/or related articles or certificates of merger as may be required by the applicable laws of the State of Florida and the State of Tennessee; and

(3) The receipt by AGLA and ILA of any necessary regulatory approvals of the proposed merger, including the approval of the Florida Insurance Department and the Tennessee Commissioner of Insurance.

Section 2. Governing Law and Corporate Name

The Surviving Corporation shall be governed by the laws of the State of Tennessee under the corporate name "American General Life and Accident Insurance Company."

Section 3. Charter

The Charter of the Surviving Corporation shall be the Charter of AGLA as in effect on the Effective Date, subject to the right of the Surviving Corporation to amend its Charter in accordance with the laws of the State of Tennessee after the Effective Date.

Section 4. Bylaws

The Bylaws of the Surviving Corporation shall be the Amended and Restated Bylaws of AGLA as in effect on the Effective Date, subject to the right of the Surviving Corporation to amend its Bylaws after the Effective Date.

Section 5. Common Stock

Each share of the common stock (\$1.00 par value per share) of ILA, whether issued and outstanding or held in the treasury of ILA, shall be canceled upon effectiveness of the merger. Each certificate evidencing shares of the common capital stock (\$5.00 par value per share) of AGLA issued and outstanding or held by AGLA in its treasury on the Effective Date shall continue to evidence the same number of shares of the common capital stock of the Surviving Corporation. As a result, AGC Life Insurance Company will hold all of the issued and outstanding shares of the common capital stock of the Surviving Corporation upon effectiveness of the merger.

Section 6. Board of Directors and Officers

Until the election and qualification of their successors, the members of the Board of Directors of the Surviving Corporation shall be the Board of Directors of AGLA in office on the Effective Date. The elected officers of the Surviving

Corporation, who shall continue to serve in office at the pleasure of the Board of Directors of the Surviving Corporation, shall be the elected officers of AGLA on the Effective Date. Except as shall be provided by the Board of Directors or the sole shareholder of the Surviving Corporation, resignations of the existing directors and officers of ILA shall become effective automatically upon effectiveness of the merger.

Section 7. Effect of the Merger

7.1 Rights, Properties and Interests. The separate existence of ILA, except as it may be continued by statute, shall cease when the merger becomes effective. At that time, the Surviving Corporation shall succeed to and possess all the rights, powers, privileges, immunities, licenses, authorizations, and franchises of each Constituent Corporation; and all property and title to property, real, personal, and mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to each Constituent Corporation, shall be vested in the Surviving Corporation without further act or deed and without reversion or impairment.

7.2 Liabilities and Pending Proceedings. Upon and after effectiveness of the merger, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each Constituent Corporation. Neither the rights of creditors nor any liens upon the property of either Constituent Corporation shall be

impaired by the merger. Any action or proceeding pending against or (to the extent permitted by applicable law) by ILA may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in the place of ILA.

Section 8. Approval of Sole Shareholder

This Agreement shall be submitted for approval to the sole shareholder of each Constituent Corporation, as provided by the applicable laws of the State of Florida and the State of Tennessee.

Section 9. Access

From the date hereof to the Effective Date, each of AGLA and ILA shall provide the other with such information and permit the other's officers and representatives such access to its properties and books and records as the other may from time to time reasonably request. If the merger is not consummated, upon request all documents received in connection with this Agreement shall be returned to the party furnishing the same.

Section 10. Modification and Termination

10.1 Circumstances of Modification and Termination. This Agreement may be modified (notwithstanding approval by the sole shareholder of each of the parties

hereto) by the Board of Directors of both of the Constituent Corporations at any time prior to the filing of this Agreement, articles of merger, or a certificate of merger, as the case may be, with the Secretaries of State of the State of Florida and the State of Tennessee, or as may otherwise be permitted by applicable law. This Agreement may be terminated (notwithstanding approval by the sole shareholder of each of the parties hereto) by the Board of Directors of either of the Constituent Corporations at any time prior to the filing of this Agreement, articles of merger, or a certificate of merger, as the case may be, with the Secretaries of State of the State of Florida and the State of Tennessee, or as may otherwise be permitted by applicable law.

10.2 Effective of Termination. In the event of a termination of this Agreement pursuant to Section 10.1 hereof, each party shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any officer, director, or shareholder of such party) shall be liable to any other party for any costs, expenses, damages, or loss of anticipated profits hereunder.

Section 11. General Provisions

11.1 Further Assurances. At any time, and from time to time, after the Effective Date, each party shall execute such additional instruments and take such action as may be reasonably requested by the other party to confirm title to any property vested in the Surviving Corporation hereunder or otherwise to carry out the intent and purposes of this Agreement.

11.2 Waiver. Any failure on the part of either party to this Agreement to comply with any of its obligations, agreements, or conditions hereunder may be waived in writing by the party to whom such compliance is owed.

11.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.

11.4 Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11.5 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

11.6 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

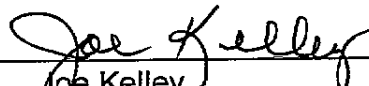
11.7 No Additional Compensation. No director, officer, agent, or employee of AGLA or ILA shall receive any fee, commission, compensation, or other valuable consideration whatsoever for aiding, promoting, or assisting in the merger or in the

adoption or approval of this Agreement, other than normal and routine fees, commissions, compensation, bonuses, and employee benefits currently being paid to such directors, officers, agents, and employees in their usual capacity as such.


11.8 Service of Process. In accordance with Subsection 56-2-103(a)(3) of the Tennessee Code Annotated, the Surviving Corporation hereby agrees that, upon and after effectiveness of the merger, it may be served with process in the State of Tennessee in any proceeding for enforcement of any obligation of ILA, as well as for enforcement of any obligation of the Surviving Corporation arising from the merger, and hereby appoints the Commissioner of Commerce and Insurance of the State of Tennessee as its agent to accept service of process in any such suit or other proceedings, all as contemplated by, and to the extent required by, such Subsection 56-2-103(a)(3). Said Commissioner shall mail a copy of any such process to the Surviving Corporation at American General Life and Accident Insurance Company, American General Center, Nashville, Tennessee, 37250, Attn: Secretary, or such other address as the Surviving Corporation may hereafter designate in a written notice to said Commissioner.

IN WITNESS WHEREOF, AGLA and ILA, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement to be executed as of the day and year first above written.

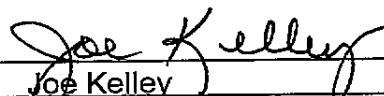
AMERICAN GENERAL LIFE AND
ACCIDENT INSURANCE COMPANY

By: 
Name: Joe Kelley
Title: President and CEO


ATTEST:

By: 
Name: Rex H. Roberts
Secretary

THE INDEPENDENT LIFE AND ACCIDENT
INSURANCE COMPANY

By: 
Name: Joe Kelley
Title: President and CEO

ATTEST:

By: 
Name: Peggy T. Simpson
Assistant Secretary

Merger

I, Rex H. Roberts, Secretary of American General Life and Accident Insurance Company, do hereby certify that AGC Life Insurance Company, sole shareholder of American General Life and Accident Insurance Company, approved and adopted this Agreement and Plan of Merger by unanimous consent on September 23, 1997.



Secretary

I, Peggy T. Simpson, Assistant Secretary of The Independent Life and Accident Insurance Company, do hereby certify that AGC Life Insurance Company, sole shareholder of The Independent Life and Accident Insurance Company, approved and adopted this Agreement and Plan of Merger by unanimous consent on September 23, 1997.



Assistant Secretary