

018296

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

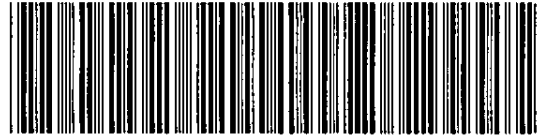
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



300137656873

merger

RECEIVED

08 NOV 12 AM 10:46

DEPT. OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

FILED

2008 NOV 12 PM 4:21

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AOR
11/12/08



CORPORATION SERVICE COMPANY:

ACCOUNT NO. : 072100000032

REFERENCE : 787972 4340722

AUTHORIZATION :

COST LIMIT : \$ 70

[Handwritten signature]

ORDER DATE : November 11, 2008

ORDER TIME : 10:17 AM

ORDER NO. : 787972-005

CUSTOMER NO: 4340722

ARTICLES OF MERGER

VOYAGER PROPERTY AND CASUALTY
INSURANCE COMPANY

INTO

AMERICAN BANKERS INSURANCE
COMPANY OF FLORIDA

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

_____ CERTIFIED COPY
XX _____ PLAIN STAMPED COPY

CONTACT PERSON: Harry B. Davis

EXAMINER'S INITIALS: _____

ARTICLES OF MERGER
(Profit Corporations)

FILED
2008 NOV 12 PM 4:21

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

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
American Bankers Insurance Company of Florida	Florida	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
Voyager Property and Casualty Insurance Company	South Carolina	

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 11 / 01 / 08 (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.)

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 _____.

The Plan of Merger was adopted by the board of directors of the surviving corporation on 06-12-2008 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 _____.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on 06-12-2008 and shareholder approval was not required.

(Attach additional sheets if necessary)

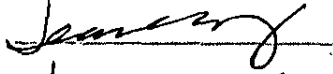
Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or
Director


Typed or Printed Name of Individual & Title

American Bankers Insurance Company of Florida



Jeannie Aragon-Cruz, Secretary

Voyager Property and Casualty Insurance Company



Jeannie Aragon-Cruz, Secretary

THE FOLLOWING MAY BE SET FORTH IF APPLICABLE:

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

N/A

OR

Restated articles are attached:

N/A

Other provisions relating to the merger are as follows:

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made as of June 17, 2008, by and between VOYAGER PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina corporation ("VPCIC"), and AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA, a Florida corporation ("ABIC") (VPCIC and ABIC are sometimes referred to individually as a "Constituent Corporation" and together as the "Constituent Corporations").

WHEREAS, American Bankers Insurance Group ("ABIG") owns 100% of the issued and outstanding capital stock of VPCIC; and

WHEREAS, the Board of Directors of ABIG has determined that it is in the best interests of the organization to effect an internal reorganization by combining the operations of VPCIC and ABIC, on the terms and conditions set forth herein; and

WHEREAS, the Board of Directors of each of ABIC and VPCIC has determined that it is in the best interests of the Constituent Corporations, respectively, to merge VPCIC with and into ABIC, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Constituent Corporations hereto agree as follows:

ARTICLE 1 THE MERGER

Section 1.1 The Merger.

- (a) Subject to the terms and conditions of this Agreement, and in accordance with the applicable laws of the States of South Carolina and Florida, at the Effective Time as herein defined, VPCIC and ABIC shall consummate a merger (the "Merger") pursuant to which (i) VPCIC shall be merged with and into ABIC in a tax free reorganization and the separate corporate existence of VPCIC shall thereupon cease; and (ii) ABIC shall be the successor or surviving corporation in the Merger (sometimes hereinafter referred to as the ("Surviving Corporation") and shall continue to be governed by the applicable laws of the State of Florida.
- (b) All property (real, personal and mixed), objects, rights, privileges, powers, franchises, licenses, registrations and other assets of every kind and description of VPCIC (the "Interests") shall be transferred to and be vested in the Surviving Corporation by virtue of the Merger without any deed or other transfer. The Surviving Corporation, without any Order or other action on the part of any court or otherwise, shall hold and enjoy all the Interests in the same manner and to the same extent as all the Interests were held or enjoyed by VPCIC immediately prior to the Effective Time of the Merger.
- (c) Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken

plate. All rights of creditors, including policyholders, and all liens on property of both Constituent Corporations shall be preserved and remain unimpaired, with all of their respective liabilities for all contracts, policies, deeds of trust, indentures, debts and obligations of any kind and duties attaching to the Surviving Corporation and being enforceable against it to the same extent as if those liabilities, debts and duties had been incurred and contracted by the Surviving Corporation or the Surviving Corporation may be substituted as a named party in the place and stead of VPCIC.

- (d) Any reference to VPCIC or ABIC in any writing, including but not limited to any power or powers of attorney or agency agreement or agreements authorizing the execution of any surety bonds or contracts or policies of insurance, or authorizing the acceptance of service of process or any other act on behalf of the Constituent Corporations and any and all other contracts, policies, agreements, instruments and documents to which either Constituent Corporation is a party, whether executed or taking effect before or after the Merger, shall be deemed a reference to the Surviving Corporation if not inconsistent with the other provisions of such writing, and all such writings are hereby ratified, confirmed and approved by the Surviving Corporation, and the Surviving Corporation shall be deemed to be substituted in place and stead of either Constituent Corporation as a party thereto.

Section 1.2 Articles of Incorporation. The Articles of Incorporation of ABIC in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation until otherwise amended.

Section 1.3 Bylaws. The Bylaws of ABIC in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation until otherwise amended.

Section 1.4 Directors and Officers. The directors and officers of ABIC in office immediately prior to the Effective Time shall serve as the directors and officers of the Surviving Corporation from and after the Effective Time in accordance with the Bylaws of the Surviving Corporation.

Section 1.5 Effective Time. As soon as practicable after execution of this Agreement, VPCIC and ABIC will cause articles of merger to be filed in the States of South Carolina and Florida, in order to cause the Merger to be effective in accordance with this Agreement. The Merger shall become effective at 12:01 a.m. eastern time on November 1, 2008, or the date subsequently approved by the domiciliary regulators of the respective entities (the "Effective Time").

ARTICLE 2 CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of the capital stock of VPCIC or ABIC:

- (a) VPCIC Stock. Each issued and outstanding share of VPCIC's capital stock shall be cancelled without consideration.
- (b) ABIC Stock. Each issued and outstanding share of ABIC's capital stock shall remain outstanding, unaffected by the Merger.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF VPCIC

VPCIC represents and warrants to ABIC that:

Section 3.1 Corporate Existence and Power. VPCIC is a corporation duly incorporated, validly existing and in good standing under the Applicable Laws of the State of South Carolina.

Section 3.2 Corporate Authorization. The execution, delivery and performance by VPCIC of this Agreement and the consummation by VPCIC of the Merger are within VPCIC's corporate powers and, except for the required regulatory approvals, this Agreement will have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of VPCIC.

Section 3.3 Capitalization. The authorized capital stock of VPCIC consists of 50,000 shares of common stock, par value \$120 per share (the "VPCIC Common Stock"). As of the date hereof, 43,297 shares of VPCIC Common Stock are issued and outstanding and no shares of VPCIC Common Stock are held in the treasury of VPCIC. All outstanding shares of VPCIC Common Stock are duly authorized, validly issued, fully paid and non-assessable.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF ABIC

ABIC represents and warrants to VPCIC that:

Section 4.1 Corporate Existence and Power. ABIC is a corporation duly incorporated, validly existing and in good standing under the applicable laws of the State of Florida.

Section 4.2 Corporate Authorization. The execution, delivery and performance by ABIC of this Agreement and the consummation by ABIC of the Merger are within ABIC's corporate powers and, except for the required regulatory approvals, this Agreement will have been duly authorized by all necessary corporate action. This Agreement constitutes a valid and binding agreement of ABIC.

ARTICLE 5 COVENANTS

Section 5.1 Director and Officer Liability. For six years from and after the Effective Time, ABIC will indemnify and hold harmless the present and former officers and directors of VPCIC (the "Indemnified Persons") in respect of acts or omissions occurring at or prior to the Effective

Time to the fullest extent provided under Applicable Law and under VPCIC's Articles of Incorporation and Bylaws in effect on the date hereof. Notwithstanding any provision herein to the contrary, the covenants contained in this Section 5.1 shall survive the Effective Time and the consummation of the Merger, and are intended to benefit the Indemnified Persons, and shall be binding on all successors and assigns of ABIC.

Section 5.2 Shareholder Approval. ABIG, as the sole shareholder of VPCIC, hereby acknowledges its approval of this Agreement and the Merger. ABIC hereby represents that its sole stockholder, ABIG, has approved this Agreement and the Merger.

Section 5.3 Expenses.

- (a) The parties to this Agreement shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, representatives, counsel, investment bankers, actuaries and accountants.
- (b) No director, agent or employee of either VPCIC or ABIC shall receive any fee, commission, compensation or other valuable consideration whatsoever, for in any manner aiding, promoting or assisting with the Merger, other than any salary or other compensation that such person would have received in the ordinary course of business without regard for whether the Merger takes place.

**ARTICLE 6
MISCELLANEOUS**

Section 6.1 Definitions. As used herein, the following terms have the following respective meanings:

“Agreement” means this Agreement and Plan of Merger, as the same may be supplemented, modified or amended from time to time.

“Applicable Law” means any domestic or foreign federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, Order, judgment or decree applicable to the parties hereto.

“Business Day” means any day other than a Saturday, Sunday, a day on which banking institutions in the State of South Carolina or Florida are permitted or obligated by Applicable Law to be closed or a day on which the New York Stock Exchange is closed for trading.

“Order” shall mean any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or other governmental authority.

The following terms are defined in the following Sections of this Agreement:

- (b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 6.6 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 6.7 Governing Law. This Agreement shall be governed by and construed under the Applicable Laws of the State of South Carolina, without regard for its conflicts of laws principles.

Section 6.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 6.9 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 6.10 Interpretations. No uncertainty or ambiguity herein shall be construed or resolved against any party, whether under any rule of construction or otherwise. No party to this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement shall be considered the draftsman. The parties acknowledge and agree that this Agreement has been reviewed, negotiated, and accepted by all parties and their attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly accomplish the purposes and intentions of all parties hereto.

Section 6.11 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. This Agreement shall become effective when each party hereto shall have received counterparts hereof signed by all of the other parties hereto.

Section 6.12 Entire Agreement; No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement (including the documents and instruments referred to herein) constitutes the entire agreement between the parties with respect to the transactions contemplated hereby and supersedes all prior arrangements or understandings with respect thereto, written or oral. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the parties or their respective successors, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

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

**AMERICAN BANKERS INSURANCE COMPANY OF
FLORIDA**

By: Wendall W. Stocker
Wendall Stocker, Vice President & Treasurer

**AMERICAN BANKERS INSURANCE COMPANY OF
FLORIDA**

By: Jeannie Aragon-Cruz
Jeannie Aragon-Cruz, Secretary

**VOYAGER PROPERTY & CASUALTY INSURANCE
COMPANY**

By: Wendall W. Stocker
Wendall Stocker, Vice President & Treasurer

**VOYAGER PROPERTY AND CASUALTY
INSURANCE COMPANY**

By: Jeannie Aragon-Cruz
Jeannie Aragon-Cruz, Secretary