

Motors Insurance



The Insurance People From General Motors

805194

August 26, 1999

EXECUTIVE OFFICES

Ms. Louise Jackson  
Florida Department of State  
Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, Florida 32314

600002981416--1  
--09/08/99--01005--011  
\*\*\*\*\*43.75 \*\*\*\*\*43.75

Re: Redomestication of Motors Insurance Corporation (MIC)

Dear Ms. Shepard:

Pursuant to your recent request for information regarding the redomestication of Motors Insurance Corporation from New York to Michigan, please find the following items enclosed:

1. Application by Foreign Profit Corporation to File Amendment to Application for Authorization to Transact Business in Florida;
2. Certificate of Compliance, certified by Michigan Insurance Bureau;
3. Certified Approval Orders from both state insurance departments; and
4. \$43.75 Filing Fee.

Pursuant to the Florida Insurance Department's request for information to amend our Certificate of Authority, please send us a Certificate of Status for MIC.

Please be advised that MIC's home office address and telephone number is:

Motors Insurance Corporation  
3044 West Grand Boulevard  
Detroit, Michigan 48202  
(313) 556-5000

If you have any further questions or if I can be of further assistance, please contact me at (313) 556-2047.

Sincerely,

*Robert L. Donnay (cm)*

Robert L. Donnay, CPCU  
Assistant Secretary

*Amend  
LFT 9-8-99  
Changing jurisdiction*

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

99 AUG 30 PM 9:09

FILED

**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)**

**FILED**  
**99 AUG 30 PM 9:09**  
**SECRETARY OF STATE**  
**TALLAHASSEE, FLORIDA**

1. Motors Insurance Corporation  
Name of corporation as it appears on the records of the Department of State.
2. New York 3. May 1, 1949  
Incorporated under laws of 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? N/A
5. N/A  
Name of corporation after the amendment, adding suffix "corporation" "company" or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation.
6. If the amendment changes the period of duration, indicate new period of duration.  
N/A  
New Duration
7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.  
Michigan  
New Jurisdiction

Deborah M. Pfliegel  
Signature

August 17, 1999  
Date

Deborah M. Pfliegel  
Typed or printed name

Vice President  
Title

**SHORT CERTIFICATE**

**STATE OF NEW YORK  
INSURANCE DEPARTMENT**

**FILED**

**99 AUG 30 PM 9:09**

**SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**

**It is hereby certified that the annexed copy of Agreement and Plan of Merger between MOTORS INSURANCE CORPORATION, of Yonkers, New York, and MOTORS INSURANCE CORPORATION OF MICHIGAN (surviving corporation), of Detroit, Michigan, as approved by this Department March 25, 1999 pursuant to Section 7015 of the New York Insurance Law, has been compared with the original on file in this Department and that it is a correct transcript therefrom and of the whole of said original.**

**In Witness Whereof, I have here-  
unto set my hand and affixed  
the official seal of this Department  
at the City of Albany, this  
9<sup>th</sup> day of June, 1999.**

*Frank M. DiMarco*

**Special Deputy Superintendent**



MOTORS INSURANCE CORPORATION  
CERTIFICATION

I, CATHY L. QUENNEVILLE, Secretary of Motors Insurance Corporation, a New York Corporation, DO HEREBY CERTIFY that the attached is a true, correct and complete copy of the duly executed Agreement and Plan of Merger made by and between Motors Insurance Corporation and Motors Insurance Corporation of Michigan.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal, this 27th day of October, 1998.

  
Secretary

MOTORS INSURANCE CORPORATION OF MICHIGAN  
CERTIFICATION

I, CATHY L. QUENNEVILLE, Secretary of Motors Insurance Corporation of Michigan, a Michigan Corporation, DO HEREBY CERTIFY that the attached is a true, correct and complete copy of the duly executed Agreement and Plan of Merger made by and between Motors Insurance Corporation and Motors Insurance Corporation of Michigan.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal, this 27th day of October, 1998.

  
Secretary

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated October 23, 1998 (the "Agreement"), made by and between MOTORS INSURANCE CORPORATION OF MICHIGAN, a corporation organized and existing under the laws of the State of Michigan ("MIC Michigan") and MOTORS INSURANCE CORPORATION, a corporation organized and existing under the laws of the State of New York ("Motors"), MIC Michigan and Motors being hereinafter sometimes together referred to as the "Constituent Corporations".

### WITNESSETH:

WHEREAS, MIC Michigan was incorporated under the laws of the State of Michigan on October 23, 1998, and pursuant to its Articles of Incorporation filed on October 23, 1998 (the "Articles"), has an authorized capital stock of \$5,000,000, consisting of 50,000 shares of Common Stock having a par value of \$100 per share; and

WHEREAS, Motors was incorporated under the laws of the State of New York on October 3, 1939, and pursuant to its Charter, has an authorized capital stock of \$5,000,000, consisting of 10,000 shares of Common Stock having a par value of \$500 per share, all of which are issued and outstanding; and

WHEREAS, the Board of Directors of each of the Constituent Corporations deem it advisable and in the best interests of both of the Constituent Corporations and their stockholders to merge Motors with and into MIC Michigan, on the terms and conditions hereinafter set forth, pursuant to and in accordance with the applicable provisions of the laws of the States of Michigan and New York (the "Merger"), which laws permit such Merger;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, provisions and covenants hereinafter contained, and for the purpose of stating the terms and conditions of the Merger, the mode of carrying the same into effect, the manner of converting the shares of Common Stock, par value \$500, of Motors issued and outstanding immediately prior to the Effective Date (as defined in Section 3.2 hereof) into shares of Common Stock, par value \$100 per share, of MIC Michigan, and such other details and provisions as are deemed desirable, the parties hereto hereby agree as follows:

#### ARTICLE I

1.1 Merger. In accordance with the applicable provisions of the laws of the States of Michigan and New York, and subject to the terms and conditions of this Agreement, Motors shall be merged with and into MIC Michigan, which shall be and is herein sometimes referred to as the "Surviving Corporation", on the Effective Date. The separate existence of Motors shall cease and the existence of MIC Michigan shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a corporation organized under the laws of the State of Michigan.

#### ARTICLE II

2.1 Articles. The Articles of MIC Michigan, attached hereto as Annex A, shall from and after the Effective Date be and continue to be the Articles of the Surviving Corporation until changed or amended as provided by law.

2.2 By-Laws. The By-Laws of MIC Michigan, as in effect on the Effective Date and attached hereto as Annex B, shall from and after the Effective Date be and continue to

be the By-Laws of the Surviving Corporation until altered, amended or repealed as therein provided.

2.3 Board of Directors and Officers. The members of the Board of Directors and the officers of MIC holding office immediately prior to the effective date shall be the members of the Board of Directors and the officers (holding the same positions as they held with MIC immediately prior to the effective date) of the Surviving Corporation and shall hold such offices until the expiration of their current terms, or their prior resignation, removal or death, or as otherwise provided in the By-Laws of the Surviving Corporation.

2.4 First Annual Meeting of Shareholders. The first Annual Meeting of Shareholders of the Surviving Corporation to be held after the Effective Date shall be the Annual Meeting of Shareholders provided for in the By-Laws of the Surviving Corporation.

### ARTICLE III

3.1 Shareholder and Insurance Regulatory Approvals. This Agreement and shall be submitted to the shareholder of each of the Constituent Corporations for adoption and approval and to the Commissioner of Insurance of the State of Michigan and to the Superintendent of Insurance of the State of New York for approval.

3.2 Effective Date. The merger provided for in this Agreement shall become effective on the date when a Certificate of Merger, duly executed, sealed and acknowledged, has been duly filed and recorded in accordance with the applicable laws of the States of Michigan and of New York, respectively. If the Certificates of Merger are filed and recorded in the States of Michigan and New York on different dates, then the date of such effectiveness shall be the later of



such two dates. The date of such effectiveness is referred to herein as the "Effective Date".

#### ARTICLE IV

4.1 Conversion. The manner and basis of converting the shares of Capital Stock of Motors outstanding immediately prior to the Effective Date into shares of Capital Stock of the Surviving Corporation shall be as follows:

4.1(a) Capital Stock of Motors. Each share of the Capital Stock of Motors which shall be outstanding immediately prior to the Effective Date and all rights in respect thereof, shall, on the Effective Date and without any action on the part of the holder thereof, automatically be converted into and become five fully paid and nonassessable shares of the Capital Stock of the Surviving Corporation. Certificates representing shares of the Capital Stock of Motors shall from and after the Effective Date represent five shares of the Capital Stock of the Surviving Corporation and the holder thereof shall be entitled to the same rights which he would enjoy if he held certificates issued by the Surviving Corporation. Upon the surrender of any such certificate or certificates to the Surviving Corporation, the transferee or other holder of the certificate or certificates surrendered shall receive in exchange therefor a certificate or certificates of the Surviving Corporation.

4.1(b) Capital Stock of MIC Michigan. Any shares of Capital Stock of MIC Michigan outstanding on the Effective Date and the certificates representing such shares shall be cancelled and retired, all rights in respect thereof shall cease to exist and no shares of Capital Stock or other securities of the Surviving Corporation shall be issuable with respect thereto.

## ARTICLE V

5.1 Rights and Privileges of the Surviving Corporation. After the Effective Date, the separate existence of Motors shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall possess all the rights, privileges, immunities, powers and franchises as well of a public as of a private nature, and shall be subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all property, real, personal and mixed, including all patents, applications for patents, trademarks, trademark registrations and applications for registration of trademarks, together with the good will of the business in connection with which said patents and marks are used, and all debts due on whatever account, including subscriptions to shares of capital stock, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Corporations shall be deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Corporations shall not revert or be in any way impaired by reason of the Merger.

5.2 Liabilities and Obligations of the Surviving Corporation. After the Effective Date, the separate existence of Motors shall cease and in accordance with the terms and conditions of this Agreement, the Surviving Corporation shall be responsible and liable for all the liabilities and obligations of each of the Constituent Corporations; and any claim existing or action or proceeding pending by or against either of the Constituent Corporations may be prosecuted to judgment as if the Merger had not taken place, or the Surviving Corporation may be substituted in its place. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger, and all debts, liabilities and duties of

each of said Constituent Corporations shall thenceforth attach to the Surviving Corporation, and may be enforced against it as if said debts, liabilities and duties had been incurred or contracted by it.

5.3 Execution and Delivery of Necessary Instruments. From time to time, as and when requested by the Surviving Corporation or by its successors or assigns, Motors shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest and confirm to the Surviving Corporation and its successors and assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to in this Article V and otherwise to carry out the intent and purposes of this Agreement. From time to time, as and when necessary, the Surviving Corporation shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as are necessary or desirable in order to assume or otherwise comply with the outstanding debts, liabilities, duties or other obligations of Motors.

5.4 Assets, Liabilities and Reserves. The assets, liabilities and reserves of the Constituent Corporations, upon the Effective Date, shall be taken upon the books of the Surviving Corporation at the amounts at which they, respectively, shall then be carried on the books of the Constituent Corporations, subject to such adjustments or eliminations of intercompany items as may be appropriate in giving effect to the Merger.

5.5 Corporate Acts and Plans; Employees. All corporate acts, plans, policies, resolutions, approvals and authorizations of the shareholders, Board of Directors, committees

electd or appointed by the Board of Directors, officers and agents of Motors, which were valid and effective immediately prior to the Effective Date shall be taken for all purposes as the acts, plans, policies, resolutions, approvals and authorizations of the Surviving Corporation and shall be effective and binding thereon as the same were with respect to Motors. The employees of Motors shall become the employees of the Surviving Corporation and continue to be entitled to the same rights and benefits which they enjoyed as employees of Motors, subject to any modifications or changes by the Surviving Corporation.

5.6 Tax Qualification. The merger provided for in this Agreement, effected in accordance with the applicable provisions of the laws of the States of Michigan (Mich. Comp. Laws §§ 500.7604 - 500.7606) and New York (N.Y. Ins. Law §§ 7101 - 7119) qualifies for tax-free treatment as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code, as amended, including pertinent Treasury Regulations promulgated thereunder, and other relevant authority.

## ARTICLE VI

6.1 Termination and Abandonment. At any time prior to the filing or recording of this Agreement or a certificate in lieu thereof with the appropriate officials of Michigan or New York, notwithstanding the approval hereof by the shareholders of the Constituent Corporations, the Boards of Directors of the Constituent Corporations may cause the Merger and all transactions contemplated by this Agreement to be abandoned or delayed if such Boards determine that such abandonment or delay would be in the best interests of the Constituent Corporations and their shareholders. In the event of the termination and abandonment of this Agreement and the Merger pursuant to the foregoing provisions of this Article VI, this

Agreement shall become void and have no effect, without any liability on the part of either of the Constituent Corporations or its shareholders or directors or officers in respect thereof.

## ARTICLE VII


7.1 Execution in Counterparts. For the convenience of the parties hereto and to facilitate the filing and recording of this Agreement, this Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument but all of which together shall constitute one and the same document.


7.2 Amendments, Supplements, etc. At any time before or after approval and adoption by the respective shareholders of the Constituent Corporations but prior to the Effective Date, this Agreement may be amended in matters of form or substance, or supplemented by additional agreements, articles or certificates, to the extent permitted by the laws of the States of Michigan and New York, as may be determined in the judgment of the Boards of Directors of the Constituent Corporations to be necessary, desirable, or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the Constituent Corporations by its President or an Executive Vice President and the corporate seal of each of such Corporations has been duly affixed and attested by its Secretary or an Assistant Secretary, respectively.

MOTORS INSURANCE CORPORATION

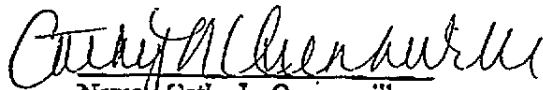
ATTEST:

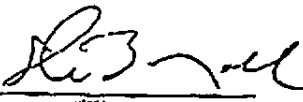
  
Name: Cathy L. Quenneville  
Title: Secretary

By:   
Name: William K. Muir  
Title: Executive Vice President

MOTORS INSURANCE CORPORATION OF MICHIGAN

ATTEST:

  
Name: Cathy L. Quenneville  
Title: Secretary

By:   
Name: William B. Noll  
Title: President

STATE OF MICHIGAN  
DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
INSURANCE BUREAU

Before the Commissioner of Insurance

In the Matter of the Proposed Transfer  
of Corporate Domicile of Motors Insurance  
Corporation from New York to Michigan /

98-158-M

Issued and Entered  
this 23rd day of October, 1998  
by E. L. Cox  
Commissioner of Insurance

**ORDER APPROVING MERGER AND REDOMESTICATION**

**I**

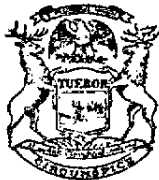
**BACKGROUND**

Motors Insurance Corporation ("Motors"), a stock New York property and casualty insurer has petitioned the Michigan Commissioner of Insurance ("Commissioner") to transfer its corporate domicile from New York ("redomesticate" or "redomestication") to Michigan pursuant to the provisions of Sections 412 through 414 of the Michigan Insurance Code of 1956, as amended ("Insurance Code"). Motors' application to redomesticate was filed on August 20, 1998.

All of the matters contained in the enclosure letter, the Petition, and attachments thereto, whether or not specifically referenced herein are incorporated in this section and made a part hereof.

Motors is a wholly owned subsidiary of GMAC Insurance Holdings, Inc. ("Holdings"), whose ultimate controlling person is General Motors Corporation.

The proposed redomestication cannot be achieved in precisely the form prescribed in Sections 412 through 414, because New York lacks a statute with provisions parallel to the Michigan statute and the NAIC Model Acts on this subject generally. However, Motors has in its Petition set forth a process which is faithful to the purpose and intention of the Insurance Code.



Department of Consumer & Industry Services  
Insurance Bureau

I certify that this is a true and complete copy of  
the original document on file in this office.

*Ann A. Sawyers*

Date:  
MAY 13 1999

A Michigan insurer, Motors Insurance Corporation of Michigan ("MIC Michigan") is to be formed, for the limited purpose of effectuating the redomestication; as required by New York it will merge with Motors and be the surviving corporation, but for all practical purposes the survivor will be Motors.

Motors indicates that (1) Michigan is already its principal place of business, although in conformity with the New York Insurance Law, certain records have continued to be maintained at Motors' office in New York; and (2) it seeks to simplify its corporate structure by reducing the number of states in which it maintains corporate domiciles, allowing the companies to focus regulatory compliance activities and reduce attendant costs.

## II

### ISSUE

At issue in this matter is whether or not the statutory requirements have been met such that, pursuant to the provisions of Sections 412, et seq. the Commissioner should approve the proposed redomestication and the formation of a Michigan insurance corporation and the Agreement and Plan of Merger which, under the unique circumstances of this case, are necessary components of the redomestication involving a New York insurer.

## III

### ANALYSIS

Section 412 reads as follow:

(1) An insurer organized under the laws of any other state and admitted to do business in this state for the purpose of writing insurance may become a domestic insurer by complying with all of the requirements of law relative to the organization and licensing of a domestic insurer of the same type and by designating its principal place of business at a place in this state.

(2) An insurer who complies with subsection (1) shall be entitled to domestic insurer certificates and licenses to transact business in this state and shall be subject to the authority and jurisdiction of this state.

The Commissioner must determine if the applicant insurer is in fact organized under the laws of any other state and admitted to do the business of insurance in this state. Given the determination of organization in any other state, it is implicit that the regulatory authority of the applicant insurer in that other state shall have approved, or will approve, the redomestication to Michigan.



The determination of compliance with all of the requirements of law relative to the organization and licensing of a domestic stock insurer of the same type are set forth in the Insurance Code principally in Chapters 50 and 52.

Staff has reviewed all submitted documents and information, and existing Bureau records that relate to this matter. Staff recommends the Commissioner approve the redomestication.

#### IV

#### FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based upon the foregoing considerations and the records in this matter, it is FOUND and CONCLUDED that:

1. Motors Insurance Corporation has requested approval of its redomestication from New York to Michigan.
2. Motors Insurance Corporation is a New York stock property and casualty insurer, admitted to transact property, casualty and surety insurance business in Michigan.
3. The proposed redomestication can only, under the circumstances of this case, be effectuated through the proposed merger process. The merger process, is necessary, because under applicable New York law it is the only method available to redomesticate a New York insurance company. New York has not adopted either the current Model Law for redomestication or any of its predecessors adopted by the National Association of Insurance Commissioners, which are basically incorporated in Sections 412, *et seq.*, of the Insurance Code. Nonetheless the method chosen, however cumbersome, is thoroughly consistent with the purposes, policy, and intent of the Insurance Code.
4. A new Michigan entity, MIC Michigan has been organized for the limited purpose of having Motors Insurance Corporation merged into it and redomesticating the surviving entity to Michigan; this is consistent with and in furtherance of the general purposes of Sections 412 and 414 regarding redomestications in this state.
5. The Commissioner of Insurance may exempt a transaction of this type from Section 1311, *et seq.* of the Insurance Code related to "change of control" of a domestic insurer. The Commissioner has the authority to grant such an exemption under Section 1317, as this transaction is not one which would otherwise be "comprehended within the purposes of Section 1311 through 1319."

6. The Articles of Incorporation of MIC Michigan comply with the provisions of the Insurance Code, and have been approved by the Michigan Attorney General and the Commissioner.
7. The Bylaws of MIC Michigan, as approved for the redomestication, comply with the provisions of the Insurance Code.
8. That the final approval of the redomestication to Michigan of Motors by merger into MIC Michigan and the issuance of a new certificate of authority must await:
  - a. Execution of the Agreement and Plan of Merger after the approval of this order.
  - b. Appropriate action by the New York Superintendent in admitting MIC Michigan to New York for the purposes of effectuating the proposed merger and actually approving the merger.
  - c. Evidence satisfactory to the Commissioner that MIC Michigan, the surviving insurer, satisfies all the remaining requirements of Michigan law in respect of a domestic insurer.


V

**ORDER**

Now, therefore, it is ORDERED that:

1. Motors Insurance Corporation of Michigan ("MIC Michigan") is recognized as a Michigan insurer and as a Michigan body corporate and politic for the purposes of effectuating a merger under New York law with Motors and that it possesses corporate power and authority to do all that is necessary and proper to accomplish that end, including applying to New York for permission to be admitted for the purpose of achieving that objective.
2. The Agreement and Plan of Merger in the form submitted is approved.
3. The redomestication of Motors to Michigan by the merger process described in the Agreement and Plan of Merger is approved, subject to the approval of the merger by the New York Superintendent of Insurance.
4. The process of redomestication by merger approved above is hereby, pursuant to Section 1317, exempted from the requirements of Sections 1311, et seq., of the Michigan Insurance Code.

5. The Commissioner hereby grants conditional approval to admit the surviving company of the merger, MIC Michigan, to transact insurance business in the state of Michigan.
6. Subject to the filing of an appropriate amendment to its Articles of Incorporation, MIC Michigan is hereby granted approval, simultaneous with the merger, to change its name to Motors Insurance Corporation.
7. MIC Michigan, by operation of this order will be issued a certificate of authority to transact an insurance business in Michigan as a Michigan insurance corporation provided that upon effectuation of the merger MIC Michigan will:
  - a. Meet the capitalization requirements of Section 410.
  - b. Make a statutory policyholders deposit in Michigan that meets the requirements of Sections 411 and 901.
  - c. Meet the qualifying asset requirements of Section 901.
  - d. Demonstrate that its home office and principal place of business are located at 3044 West Grand Boulevard, Detroit, Michigan.
  - e. Have at least one (1) director that is a resident of Michigan.
  - f. Maintain and keep all of its original books, records, and files, or true copies thereof, at its home office or principal place of business in this state.
8. All the attributes of Motors in this state as set forth in Section 414 in existence at the time of the merger shall continue in full force and effect with respect to the surviving corporation, MIC Michigan. All outstanding policies of Motors shall remain in full force and effect and need not be endorsed as to MIC Michigan or its new location.

  
\_\_\_\_\_  
E. L. Cox  
Commissioner of Insurance

INSURANCE BUREAU  
RECEIVED

MOTORS INSURANCE CORPORATION OF MICHIGAN  
CERTIFICATION

JAN 1 1 1999

LANSING, MICHIGAN

I, Cathy L. Quenneville, Secretary of Motors Insurance Corporation of Michigan, a Michigan corporation ("MIC Michigan"), do hereby certify that the following resolutions, excerpted from the minutes of the Board of Directors of MIC Michigan, were duly adopted by the Board of Directors by written consent dated October 23, 1998, and remain in full force and effect:

RESOLVED, that approval is hereby given to the merger of Motors Insurance Corporation ("MIC") with and into Motors Insurance Corporation of Michigan ("MIC Michigan") on the terms and conditions set forth in an Agreement and Plan of Merger by and between MIC and MIC Michigan, which form of Agreement and Plan of Merger is hereby approved, and to the execution of such Agreement and Plan of Merger in connection therewith, pursuant to which the separate corporate existence of MIC shall cease and MIC Michigan shall continue as the surviving corporation; and

RESOLVED, that the surviving corporation shall possess all the rights, privileges, immunities and franchises, of both a public and private nature, and be subject to all the duties and liabilities of MIC; and all rights, privileges, immunities and franchises of MIC and all property, real, personal and mixed, and all debts due on whatever accounts, including subscriptions to shares, and all other choses in action, and all right, title, and interest in and to all patents, copyrights, trade secrets, and trademarks, together with the goodwill appurtenant thereto, and each and every other interest of or belonging to MIC shall be taken and deemed to be transferred to and vested in the surviving corporation without further act or deed; and title to any real estate, or any interest therein, vested in MIC shall not revert or be in any way impaired by reason of the merger; and the surviving corporation shall be responsible and liable for all liabilities and obligations of MIC, including without limitation all liabilities and obligations under all agreements, contracts, and guarantees; and any claim existing or action or proceeding pending by or against MIC may be prosecuted to judgment as if the merger had not taken place or the surviving corporation may be substituted in its place; and further

RESOLVED, that authorization is hereby given to the appropriate officers of MIC Michigan to execute and deliver such certificates, instruments, and other documents and take any and all actions as may be necessary or advisable to carry out the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Motors Insurance Corporation of Michigan, this 11th day of January, 1999.

  
Secretary

**CERTIFICATE OF COMPLIANCE**

Michigan Insurance Bureau

Effective Date: April 12, 1999

THIS IS TO CERTIFY, that

**MOTORS INSURANCE CORPORATION**  
( Michigan stock insurer )  
NAIC No. 22012

is organized under the laws of this State and is authorized to issue policies and transact business under the following Sections of the Insurance Code of 1956, as amended:

- Chapter 06 - Section 606 - Disability
- Chapter 06 - Section 610 - Property
- Chapter 06 - Section 614 - Ocean Marine
- Chapter 06 - Section 616 - Inland Marine
- Chapter 06 - Section 620 - Automobile Insurance - limited
- Chapter 06 - Section 624 - SubSection 1a - Casualty: Steam Boiler, Flywheel & Machinery
- Chapter 06 - Section 624 - SubSection 1b - Casualty: Automobile
- Chapter 06 - Section 624 - SubSection 1b - Casualty: Workers' Compensation
- Chapter 06 - Section 624 - SubSection 1b - Casualty: Liability
- Chapter 06 - Section 624 - SubSection 1c - Casualty: Plate Glass
- Chapter 06 - Section 624 - SubSection 1d - Casualty: Sprinkler and Water Damage
- Chapter 06 - Section 624 - SubSection 1e - Casualty: Credit
- Chapter 06 - Section 624 - SubSection 1f - Casualty: Burglary and Theft
- Chapter 06 - Section 624 - SubSection 1g - Casualty: Livestock
- Chapter 06 - Section 624 - SubSection 1h - Casualty: Malpractice
- Chapter 06 - Section 624 - SubSection 1i - Casualty: Misc - Other
- Chapter 06 - Section 625 - Disability coverage supplemental to Auto Insurance
- Chapter 06 - Section 628 - Surety & Fidelity
- Chapter 70 - Section 06 - Disability



CERTIFIED COPY

May 12, 1999

A handwritten signature in black ink, appearing to read "Lisa A. Samuels".

Financial Analysis and Company Licensing Division