

808517

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

12 JAN 24 PM 4:23

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JAN 27 2012

T. LEWIS

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Alliance Assurance Company of America
Name of Corporation

DOCUMENT NUMBER: 808517

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Rona L. Platt
Name of Contact Person

WRM America Indemnity Company, Inc.
Firm/Company

333 Earle Ovington Boulevard Suite 505
Address

Uniondale, NY 11553
City/State and Zip Code

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

For further information concerning this matter, please call:

Rona L. PLatt at (516) 750-9340
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

- | | | | |
|--|---|--|---|
| <input checked="" type="checkbox"/> \$35.00 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee & Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) | <input type="checkbox"/> \$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

(Pursuant to s. 607.1504, F.S.)

808517

FILED
12 JAN 24 PM 4:23
FBI - NEW YORK

- (Title of person signing)

SHORT CERTIFICATE

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that the attached copy of Declaration of Intention and Charter of Alliance Assurance Company of America (now known as WRM America Indemnity Company, Inc.) of Uniondale, New York, as filed with this Department, July 26, 1991, pursuant to Section 1206 of the New York Insurance Law, with Amendments to Date,

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 13th day of
January, 2012.**

By *Clark J. Williams*
Clark J. Williams

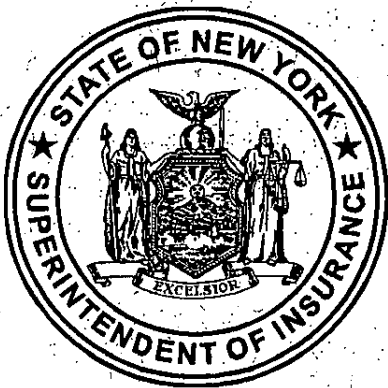
SHORT CERTIFICATE

STATE OF NEW YORK
INSURANCE DEPARTMENT

 **COPY**

It is hereby certified that the attached copy of Certificate of Amendment of the Charter of WRM America Indemnity Company, Inc., of Uniondale, New York, to reduce the company's capital to \$4,723,000 composed of 94.46 shares of common stock with a par value of \$50,000 per share, as approved by this Department, December 14, 2010, pursuant to Section 1206 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
14th day of December, 2010.

Clark J. Williams

Clark J. Williams
Special Deputy Superintendent

RECEIVED

DEC 22 2010

ALBANY COUNTY
COUNTY CLERK'S OFFICE

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF

 **COPY**

WRM AMERICA INDEMNITY COMPANY, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

The undersigned, being the president of WRM America Indemnity Company, Inc., do hereby certify and set forth:

- (1) The name of the corporation is WRM America Indemnity Company, Inc.
- (2) The charter of WRM America Indemnity Company was filed on the 2nd day of August, 1991.
- (3) Section (9) of the charter, which sets forth the amount of authorized capital stock, is hereby amended to read:

The amount of the authorized capital of the corporation shall be Four Million, Seven Hundred Twenty-Three Thousand Dollars (\$4,723,000) and the number of the shares of stock which the corporation shall have the authority to issue is Ninety-four and forty-six one hundredths (94.46) shares of Common Stock of the par value of Fifty Thousand Dollars (\$50,000) per share.

- (4) This amendment to the charter of WRM America Indemnity Company, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 2nd day of November, 2010.



Steven E. Sims
President

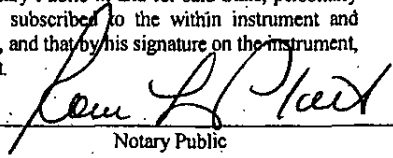
STATE OF NEW YORK)

COUNTY OF NASSAU)

: SS.

On the 2nd day of November in the year 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Sims, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RONA L. PLATT
Notary Public, State of New York
No. 02PL5047010
Qualified in Queens County
Commission Expires July 24, 2013

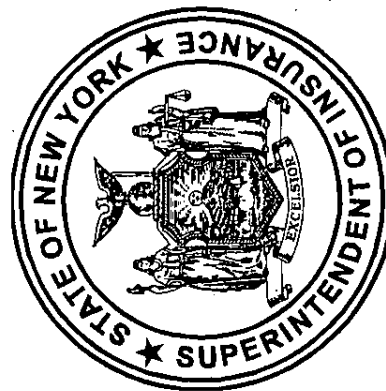

Notary Public

Short Certificate

**STATE OF NEW YORK
INSURANCE DEPARTMENT**

It is hereby certified that the attached copy of Declaration of Intention and Charter of Alliance Assurance Company of America (now known as WRM America Indemnity Company, Inc.), of Uniondale, New York, as filed with this Department , July 26, 1991, pursuant to Section 1201 of the New York Insurance Law, with amendments to date

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 hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 15th day of May, 2009.

Clark J. Williams
Clark J. Williams
Special Deputy Superintendent

1E

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF
WRM AMERICA INDEMNITY COMPANY, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

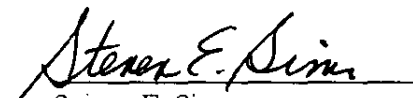
The undersigned, being the president of WRM America Indemnity Company, Inc., do hereby certify and set forth:

- (1) The name of the corporation is WRM America Indemnity Company, Inc.
- (2) The charter of WRM America Indemnity Company was filed on the 2nd day of August, 1991.
- (3) Section (9) of the charter, which sets forth the amount of authorized capital stock, is hereby amended to read:

The amount of the authorized capital of the corporation shall be Five Million Dollars (\$5,000,000) and the number of the shares of stock which the corporation shall have the authority to issue is One Hundred (100) shares of Common Stock of the par value of Fifty Thousand Dollars (\$50,000) per share.

- (4) This amendment to the charter of WRM America Indemnity Company, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

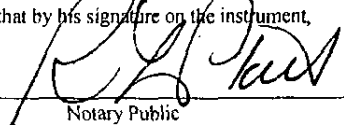
IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 31st day of March, 2009.


Steven E. Sims
President

STATE OF NEW YORK)
 : SS.
COUNTY OF NASSAU)

On the 31st day of March in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Sims, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RONA L. PLATT
NOTARY PUBLIC, State of New York
No. 02PL6047010
Qualified in Nassau County
Commission Expires July 24, 2009



Notary Public



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 05-07-2009
Recorded Time: 3:14:48 p

Record and Return To:

Liber Book:
Pages From:
To:

Control
Number: 2089
Ref #: NC09003884
Doc Type: B27 AMENDED INSURANCE CORPORATION

Pty1: WRM AMERICA INDEMNITY COMPANY INC.

CT001

Taxes Total	.00
Recording Totals	35.00
Total Payment	35.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2009050702089

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF
WRM AMERICA INDEMNITY COMPANY, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

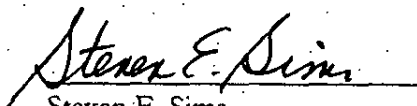
The undersigned, being the president of WRM America Indemnity Company, Inc., do hereby certify and set forth:

- (1) The name of the corporation is WRM America Indemnity Company, Inc.
- (2) The charter of WRM America Indemnity Company was filed on the 2nd day of August, 1991.
- (3) Section (9) of the charter, which sets forth the amount of authorized capital stock, is hereby amended to read:

The amount of the authorized capital of the corporation shall be Five Million Dollars (\$5,000,000) and the number of the shares of stock which the corporation shall have the authority to issue is One Hundred (100) shares of Common Stock of the par value of Fifty Thousand Dollars (\$50,000) per share.

- (4) This amendment to the charter of WRM America Indemnity Company, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 31st day of March, 2009.

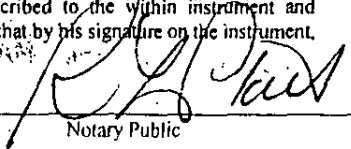

Steven E. Sims
President

STATE OF NEW YORK)
COUNTY OF NASSAU)

SS.

On the 31st day of March in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Sims, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RONA L. PLATT
NOTARY PUBLIC, State of New York
No. 02PL6047010
Qualified in Nassau County
Commission Expires July 24, 2009


Notary Public

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF
WRM AMERICA INDEMNITY COMPANY, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

The undersigned, being the president of WRM America Indemnity Company, Inc., do hereby certify and set forth:

- (1) The name of the corporation is WRM America Indemnity Company, Inc.
- (2) The charter of WRM America Indemnity Company was filed on the 2nd day of August, 1991.
- (3) Section 3 of the charter, which sets forth the lines of business upon which the company is empowered to transact business, is hereby amended to read:

Section 3. The corporation shall be empowered to transact business upon any of the risks specified in Paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 29 and 30 of Section 1113 of Article 11 of the Insurance Law of the State of New York and the kinds of insurance and reinsurance as defined in Section 4102(c) of the Insurance Law of the State of New York, as follows:

(3) "Accident and health insurance," means (i) insurance against death or personal injury by accident or by any specified kind or kinds of accident and insurance against sickness, ailment or bodily injury, including insurance providing disability benefits pursuant to article nine of the workers' compensation law, except as specified in item (ii) hereof; and (ii) non-cancellable disability insurance, meaning insurance against disability resulting from sickness, ailment or bodily injury (but excluding insurance solely against accidental injury) under any contract which does not give the insurer the option to cancel or otherwise terminate the contract at or after one year from its effective date or renewal date.

(4) "Fire insurance," means insurance against loss of or damage to any property resulting from fire, including loss or damage incident to the extinguishment of a fire or to the salvaging of property in connection therewith.

(5) "Miscellaneous property insurance," means loss of or damage to property resulting from:

(A) lightning, smoke or smudge, windstorm, tornado, cyclone,

earthquake, volcanic eruption, rain, hail, frost and freeze, weather or climatic conditions, excess or deficiency of moisture, flood, the rising of the waters of the ocean or its tributaries;

(B) insects, or blights, or disease of such property except animals;

(C) electrical disturbance causing or concomitant with a fire or an explosion in public service or public utility property;

(D) bombardment, invasion, insurrection, riot, civil war or commotion, military or usurped power, any order of a civil authority made to prevent the spread of a conflagration, epidemic or catastrophe, vandalism or malicious mischief, strike or lockout, collapse from any cause, or explosion; but excluding any kind of insurance specified in paragraph nine hereof, except insurance against loss of or damage to property resulting from:

(i) explosion of pressure vessels (except steam boilers of more than fifteen pounds pressure) in buildings designed and used solely for residential purposes by not more than four families,

(ii) explosion of any kind originating outside of the insured building or outside of the building containing the property insured,

(iii) explosion of pressure vessels which do not contain steam or which are not operated with steam coils or steam jackets, or

(iv) electrical disturbance causing or concomitant with an explosion in public service or public utility property; or

(E) lateral or vertical subsidence of the earth caused by past or present mining operations.

(6) "Water damage insurance," means insurance against loss or damage by water or other fluid or substance to any property resulting from the breakage or leakage of sprinklers, pumps or other apparatus erected for extinguishing fires or of water pipes or other conduits or containers, or resulting from casual water entering through leaks or openings in buildings or by seepage through building walls, but excluding loss or damage resulting from flood or the rising of the waters of the ocean or its tributaries; and including insurance against accidental injury of such sprinklers, pumps, fire apparatus, conduits or containers.

(7) "Burglary and theft insurance," means:

(A) Insurance against loss of, or damage to, any property resulting from burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation, or wrongful conversion, disposal, or concealment by any person, or from any attempt thereof;

(B) Insurance against loss of, or damage to, moneys, coins, bullion, securities, notes, drafts, acceptances, or any other valuable papers or documents, resulting from any cause, except while in the custody or possession of, and being transported by, any carrier for hire or in the mail;

(C) Insurance of individuals by means of an all-risk type of policy commonly known as the "Personal Property Floater" against any kind and all kinds of loss of, or damage to, or loss of use of, any personal property other than merchandise;

(D) Insurance covering a ransom or reward payment incurred as the result of an abduction or the theft of property; travel and lodging expense and lost wages incurred as the result of an act or threatened act of violence; expense incurred to locate or identify a missing or abducted person; or other expenses to respond to a violent act or threatened act, or to prevent a recurrence thereof; and

(E) Insurance against losses and expenses resulting from a "stolen identity event," which shall include the theft, accidental release, or publication of, or misappropriation of information related to, an individual's personal identification, social security number, or other method of identifying the individual, that has resulted in, or could reasonably result in, the wrongful use of the information.

(8) "Glass insurance," means insurance against loss of or damage to glass and its appurtenances resulting from any cause.

(9) "Boiler and machinery insurance," means insurance against loss of or damage to any property of the insured, resulting from explosion of or injury to:

(A) any boiler, heater or other fired pressure vessel;

(B) any unfired pressure vessel;

(C) pipes or containers connected with any such boilers or vessels;

(D) any engine, turbine, compressor, pump or wheel;

(F) any apparatus generating, transmitting or using electricity; or

(F) any other machinery or apparatus connected with or operated by any such boilers, vessels or machines; and including the incidental power to make inspections of, and issue certificates of inspection upon, any such boilers, apparatus, and machinery, whether insured or otherwise.

(10) "Elevator insurance," means insurance against loss of or damage to any property of the insured, resulting from ownership, maintenance or use of elevators, except loss or damage by fire.

(11) "Animal insurance," means insurance against loss of or damage to any domesticated or wild animal resulting from any cause.

(12) "Collision insurance," means insurance against loss of or damage to any property of the insured resulting from collision of any other object with such property, but excluding collision to or by elevators, or to or by vessels, craft, piers or other instrumentalities of ocean or inland navigation.

(13) "Personal injury liability insurance," means insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability (including the insurer's obligation to pay medical, hospital, surgical and disability benefits to injured persons, and funeral and death benefits to dependents, beneficiaries or personal representatives of persons who are killed, irrespective of legal liability of the insured), arising out of death or injury of any person, or arising out of injury to the economic interests of any person, as the result of negligence in rendering expert, fiduciary or professional service, but excluding any kind of insurance specified in paragraph fifteen except insurance to protect an insured against liability for indemnification or contribution to a third party held responsible for injury to the insured's employee arising out of and in the course of employment when such insurance is written pursuant to this paragraph and not written pursuant to paragraph fifteen of this subsection.

(14) "Property damage liability insurance," means insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability, arising out of the loss or destruction of, or damage to, the property of any other person, but not including any kind of insurance specified in paragraph thirteen, fifteen or twenty-eight of this subsection.

(15) "Workers' compensation and employers' liability insurance," means insurance against the legal liability, under common law or statute or assumed by contract, of any employer for the death or disablement of, or injury to, his employee, including volunteer firefighters' benefit insurance provided pursuant to the volunteer firefighters' benefit law including volunteer ambulance workers' benefit insurance provided pursuant to the volunteer ambulance workers' benefit law and insurance for workers' compensation benefits for

death and injuries arising out of crimes provided by the independent livery driver benefit fund pursuant to article six-G of the executive law.

(16) "Fidelity and surety insurance," means:

(A) Guaranteeing the fidelity of persons holding positions of public or private trust; and indemnifying banks, thrifts, brokers and other financial institutions against loss of money, securities, negotiable instruments, other specified valuable papers and tangible items of personal property caused by larceny, misplacement, destruction or other stated perils including loss while being transported in an armored motor vehicle or by messenger; and insurance for loss caused by the forgery of signatures on, or alteration of, specified documents and valuable papers;

(B) Insurance against losses that financial institutions become legally obligated to pay by reason of loss of customers' property from safe deposit boxes;

(C) Any contract bond; including a bid, payment or maintenance bond or a performance bond where the bond is guaranteeing the execution of any contract other than a contract of indebtedness or other monetary obligation;

(D) An indemnity bond for the benefit of a public body, railroad or charitable organization; a lost security or utility payment bond;

(E) Becoming surety on, or guaranteeing the performance of, any lawful contract, not specifically provided for in this paragraph, but does not include becoming surety on, or guaranteeing the performance of:

(i) any insurance contract except as authorized pursuant to section one thousand one hundred fourteen of this article; or

(ii) any contract, if becoming surety on, or guaranteeing the performance of that contract, would constitute:

a. mortgage guaranty insurance as defined in subsection (a) of section six thousand five hundred one of this chapter;

b. financial guaranty insurance as defined in subsection (a) of section six thousand nine hundred one of this chapter; or

c. service contract reimbursement insurance as defined in paragraph twenty-eight of this subsection;

(F) Becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in all judicial proceedings or otherwise by law allowed, including surety bonds accepted by states and municipal authorities in lieu of deposits as security for the performance of insurance contracts;

(G) Becoming surety on, or guaranteeing the performance of, any agreement for the lease or rental of non-residential real property or tangible personal property, provided that the obligation of the insurer shall not exceed a period of five years, and the bond is not issued directly or indirectly in connection with the sale of securities, a pooling of financial assets or a credit default swap as defined by article sixty-nine of this chapter;

(H) Becoming surety on, or guaranteeing the performance of, a contract of indebtedness or other monetary obligation where: (i) the aggregate gross principal, interest, and other amounts of indebtedness or other monetary obligations of any obligor whose obligations are guaranteed by the insurer under all bonds issued to that obligor pursuant to this subparagraph by the insurer does not exceed ten million dollars; and (ii) the bond is not issued directly or indirectly in connection with the sale of securities, a pooling of financial assets, or a credit default swap as defined by article sixty-nine of this chapter; and (iii) the bond by its terms terminates upon any sale or other transfer of the insured obligation in connection with the sale of securities, a pooling of financial assets, or a credit default swap as defined by article sixty-nine of this chapter;

(I) A depository bond that insures deposits in financial institutions to the extent of the excess over the amount insured by the Federal Deposit Insurance Corporation; and

(J) Becoming surety on, or guaranteeing the performance of, a bond, which shall not exceed a period greater than five years, that guarantees the payment of a premium, deductible, or self-insured retention to an insurer issuing a workers' compensation or liability policy.

In this chapter "fidelity" insurance shall have the meaning set forth in subparagraphs (A) and (B) of this paragraph.

(17) "Credit insurance," means:

(A) Indemnifying merchants or other persons extending credit against loss or damage resulting from non-payment of debts owed to them, for goods and services provided in the normal course of their business, including the incidental power to acquire and dispose of debts so insured, and to collect any debts owed to such insurer or to the insured, but no insurance may be written as credit insurance if it falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter;

(B) Indemnifying any person for expenses disbursed or to be disbursed under a contract in connection with the cancellation of a catered affair;

(C) Indemnifying any person for tuition and other educational expenses disbursed or to be disbursed under a contract in connection with his or her dismissal or withdrawal from an educational institution; or indemnifying elementary or secondary schools, whether public, private, profit or non-profit, providing education in consideration of a tuition charge or fee against loss or damage in the event of non-payment of the tuition charges or fees of a student or pupil dismissed, withdrawn or leaving before the end of the school year for which the insurance is written. An educational institution may not require any person responsible for the payment of a student's or pupil's tuition charge or fee to pay for tuition refund insurance;

(D) Indemnifying an adoptive parent for verifiable expenses not prohibited under the law paid to or on behalf of the birth mother when either one or both of the birth parents of the child withdraw or withhold their consent to adoption. Such expenses may include maternity-connected medical or hospital expenses of the birth mother, necessary living expenses of the birth mother preceding and during confinement, travel expenses of the birth mother to arrange for the adoption of the child, legal fees of the birth mother, and any other expenses which an adoptive parent may lawfully pay to or on behalf of the birth mother. For the purposes of this section "adoptive parent" means the parent or his or her spouse seeking to adopt a child, "birth mother" means the biological mother of the child, "birth parent" means the biological mother or biological father of the child; or

(E) Indemnifying professional sports participants (including any person who participates or expects to participate as a player, coach, manager, trainer, physician or other person directly associated with a player or a team) under contract or the teams with which the contract is made, entertainers under contract to perform or the entities with which the contract is made, or business executives under an employment contract or the entities with which the contract is made, where contracts between such persons and teams or entities cannot be fulfilled due to a sports participant's, entertainer's or business

executive's death, personal injury by accident, sickness, ailment or bodily injury that causes disability, where such indemnification is for the amount of financial loss that is sustained by the insured party or parties due to the inability to fulfill the terms of the contract.

(F) Indemnifying any person for expenses disbursed or to be disbursed for a ticket to an event, including any fees, when the person cannot use the ticket and the event does not fully reimburse the person for the expenses or provide a ticket of equal value or a rain check.

(19) "Motor vehicle and aircraft physical damage insurance," means insurance against loss of or damage to motor vehicles or aircraft and their equipment resulting from any cause; and insurance reimbursing a driver for costs including replacement car rental, commercial transportation and accommodations resulting from an automobile accident or mechanical breakdown occurring fifty miles or more from the driver's principal place of residence or garaging.

(20) "Marine and inland marine insurance," means insurance against any and all kinds of loss of or damage to:

(A) Vessels, hulls, craft, aircraft, cars, automobiles, trailers and vehicles of every kind, and all goods, freights, cargoes, merchandise, effects, disbursements, profits, moneys, bullion, precious stones, securities, choses in action, evidences of debt, valuable papers, bottomry and respondentia interests and all other kinds of property and interests therein, in respect to, appertaining to or in connection with any and all risks or perils of navigation, transit, or transportation, including war risks, on or under any seas or other waters, on land or in the air, or while being assembled, packed, crated, baled, compressed or similarly prepared for shipment or while awaiting the same or during any delays, storage, transshipment, or reshipment incident thereto, including marine builder's risks and all personal property floater risks;

(B) Person or property in connection with or appertaining to marine, inland marine, transit or transportation insurance, including liability for loss of or damage to either, arising out of or in connection with the construction, repair, operation, maintenance or use of the subject matter of such insurance (but not including life insurance or surety bonds nor insurance against loss by reason of bodily injury to the person arising out of ownership, maintenance or use of automobiles);

(C) Precious stones, jewels, jewelry, gold, silver and other precious metals, whether used in business or trade or otherwise and whether the same be in course of transportation or otherwise; and

(D) Bridges, tunnels and other instrumentalities of transportation and communication (excluding buildings, their improvements and betterments, furniture and furnishings, fixed contents and supplies held in storage), including auxiliary facilities and equipment attendant thereto; piers, wharves, docks and slips; other aids to navigation and transportation, including dry docks and marine railways.

In this chapter "inland marine" insurance shall not include insurance of vessels, crafts, their cargoes, marine builders' risks, or other similar risks, commonly insured only under ocean marine insurance policies.

(21) "Marine protection and indemnity insurance," means insurance against, or against legal liability of the insured for, loss, damage or expense arising out of, or incident to, the ownership, operation, chartering, maintenance, use, repair or construction of any vessel, craft or instrumentality in use in ocean or inland waterways, including liability of the insured for personal injury, illness or death or for loss of or damage to the property of another person.

(22) "Residual value insurance" means insurance issued in connection with a lease or contract which sets forth a specific termination value at the end of the term of the lease or contract for the property covered by such lease or contract, and which insures against loss of economic value of tangible personal property or real property or improvements thereto except loss due to physical damage to property, excluding any lease or contract that falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter.

(24) "Credit unemployment insurance" means insurance on a debtor in connection with a specified loan or other credit transaction within the state to provide payments to a creditor in the event of unemployment of the debtor for the installments or other periodic payments becoming due while a debtor is unemployed.

(29) "Legal services insurance" means insurance providing legal services or reimbursement of the cost of legal services.

(30) "Involuntary unemployment insurance" means insurance against the loss of income due to the involuntary loss of full-time employment which is the result of an individual or mass layoff or employer termination, a temporary suspension or permanent cessation of employment or a business failure.

The corporation shall have full power and authority to make and undertake insurance of any kind now or hereinafter permitted to domestic stock property and casualty insurance companies and to have and to exercise all the powers and privileges now or hereafter conferred by the Insurance Law of the State of New York on domestic stock property and casualty insurance companies, including reinsurance of risks of every kind or description (except

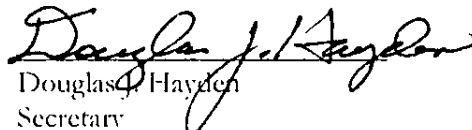
with respect to life insurance, title insurance and contracts for the payment of annuities) and any and all kinds of insurance on risks outside of the United States of America, its territories and possessions (except with respect to life insurance, title insurance and contracts for the payment of annuities) so long as all other applicable requirements of law are met. The power to make and undertake any kind of insurance against loss or damage to property shall include the power to insure all lawful interest in such property and to insure against loss of use and occupancy, rents and profits resulting therefrom, but no kind of insurance shall be deemed to include life insurance or title insurance.

The foregoing enumeration of specific kinds of insurance shall not be held to limit or restrict the powers of the corporation to carry on any other business necessarily or properly incidental to such kinds of insurance.

The corporation shall have full power and authority to cede reinsurance of any risks taken by it.

(4) This amendment to the charter of WRM America Indemnity Company, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 4th day of March, 2009.


Douglas J. Hayden
Secretary

STATE OF NEW YORK)

) SS.

COUNTY OF NASSAU)

On the 4th day of March in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas J. Hayden, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Secretary of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

NOTAL PLANT
NOTARY PUBLIC, State of New York
No. 02PL5047010
Qualified in Nassau County
Commission Expires July 24, 2009



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 05-07-2009
Recorded Time: 3:21:29 p

Record and Return To:

Liber Book:
Pages From:
To:

Control
Number: 2100
Ref #: NC09003885
Doc Type: B27 AMENDED INSURANCE CORPORATION

Pty1: WRM AMERICA INDEMNITY COMPANY INC

CT001

Taxes Total	.00
Recording Totals	35.00
Total Payment	35.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2009050702100

16

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF
WRM AMERICA INDEMNITY COMPANY, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

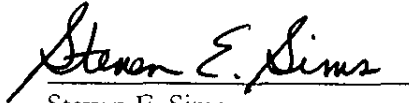
The undersigned, being the president of WRM America Indemnity Company, Inc., do hereby certify and set forth:

- (1) The name of the corporation is WRM America Indemnity Company, Inc.
- (2) The charter of WRM America Indemnity Company was filed on the 2nd day of August, 1991.
- (3) Paragraph (2) of the charter, which sets forth the principal office of the corporation, is hereby amended to read:

(1) The principal office of the corporation is to be located in the County of Nassau, State of New York. The corporation may establish and maintain other offices, agencies or branches outside of the State of New York and in any part of the world.

(4) This amendment to the charter of WRM America Indemnity Company, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.


IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 5th day of January, 2009.


Steven E. Sims
President

STATE OF NEW YORK)
 : SS
COUNTY OF NASSAU)

On the 5th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Sims, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RONA L. PLATT
NOTARY PUBLIC, State of New York
No. 02PL5047010
Qualified in Nassau County
Commission Expires July 24, 2009


Notary Public

 **COPY**

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF
WRM AMERICA INDEMNITY COMPANY, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

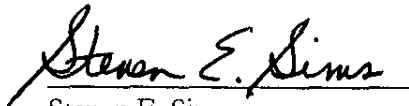
The undersigned, being the president of WRM America Indemnity Company, Inc., do hereby certify and set forth:

- (1) The name of the corporation is WRM America Indemnity Company, Inc.
- (2) The charter of WRM America Indemnity Company was filed on the 2nd day of August, 1991.
- (3) Paragraph (2) of the charter, which sets forth the principal office of the corporation, is hereby amended to read:

(A) The principal office of the corporation is to be located in the County of Nassau, State of New York. The corporation may establish and maintain other offices, agencies or branches outside of the State of New York and in any part of the world.

(4) This amendment to the charter of WRM America Indemnity Company, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 5th day of January, 2009.


Steven E. Sims
President

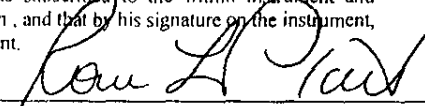
STATE OF NEW YORK, COUNTY OF NEW YORK,
SS. I, ROBERT PLATT, Notary Public,
do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of Nassau, State of New York.

STATE OF NEW YORK)
COUNTY OF NASSAU)

2009 FEB 11 P 11 11 003141

On the 5th day of January in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Sims, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

FEB 11 2009
AND THAT THE SAME IS CORRECT
ROBERT PLATT
NOTARY PUBLIC, State of New York
No. 02PL5047010
Qualified in Nassau County
Commission Expires July 24, 2009


Notary Public

1 B

CERTIFICATE OF AMENDMENT
OF THE
CHARTER
OF
ALLIANCE ASSURANCE COMPANY OF AMERICA, INC.
UNDER SECTION 1206 OF THE INSURANCE LAW

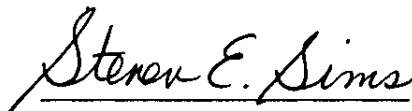
The undersigned, being the president of Alliance Assurance Company of America, Inc., do hereby certify and set forth:

- (1) The name of the corporation is Alliance Assurance Company of America, Inc.
- (2) The charter of Alliance Assurance Company of America was filed on the 2nd day of August, 1991.
- (3) Paragraph (1) of the charter, which sets forth the name of the corporation, is hereby amended to read:

(1) The name of the corporation is WRM America Indemnity Company, Inc.

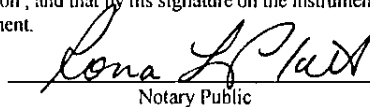
- (4) This amendment to the charter of Alliance Assurance Company of America, Inc. was authorized, pursuant to Section 1206 of the Insurance Law, by unanimous written consent of the board of directors followed by a unanimous written consent of the holders of a majority of all outstanding shares entitled to vote thereon at a meeting of the shareholders.

IN WITNESS WHEREOF, the undersigned has executed and signed this certificate dated this 17th day of October, 2008.


Steven E. Sims
President

STATE OF NEW YORK)
 : SS.
COUNTY OF NASSAU)

On the 17th day of October in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven E. Sims, personally known to me to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of said corporation, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

RONA L. PLATT
NOTARY PUBLIC, State of New York
No. 02PL5047010
Qualified in Nassau County
Commission Expires July 24, 2009

1A

ALLIANCE ASSURANCE COMPANY OF AMERICA
325 DONALD J. LYNCH BOULEVARD
MARLBOROUGH, MA 01752
508-303-1000

Certificate of amendment of the certificate of incorporation of Alliance Assurance Company of America under Section 805 of the Business Corporation Law

(1) Alliance Assurance Company of America

(2) July 23, 1991

(3) Section 9. of Alliance Assurance Company of America's Charter is proposed to be deleted in its entirety and replaced with the following new Section 9.:

The amount of the authorized capital of the corporation shall be Three Million (\$3,000,000) Dollars, and the number of the shares of stock which the corporation shall have the authority to issue is Sixty (60) shares of Common Stock of the par value of Fifty Thousand U.S. (\$50,000) Dollars per share.

(4) The Corporation is retiring Forty (40) shares of Common Stock, and the Corporation will have Sixty (60) shares of Common Stock authorized and issued after the effective date of this amendment. The par value for each such remaining share outstanding will remain at the current Fifty-Thousand U.S. (\$50,000) Dollars per share.

(5) The stated capital is being reduced from Five Million (\$5,000,000) Dollars to Three Million (\$3,000,000) Dollars. The reduction is being accomplished through the retirement of Forty (40) shares.

(6) The amendment to the certificate of incorporation was authorized by Unanimous Consent of the Board of Directors in Lieu of a Special Meeting. The amendment was further authorized by Shareholder Consent.

President 

Secretary 



ROBERT ABRAMS
Attorney General

BENJAMIN JONES FITT
Assistant Attorney General in Charge
Civil Recoveries Bureau

JEFFREY S. GOLD
Deputy Assistant Attorney General in Charge
Civil Recoveries Bureau

STATE OF NEW YORK
DEPARTMENT OF LAW
ALBANY, NY 12224
FAX NO. (518) 473-1635

EDWARD F. MCARDLE
Assistant Attorney General in Charge
Student Recoveries Unit

DONALD P. SEGAL
Assistant Attorney General in Charge
Trusts & Estates Unit

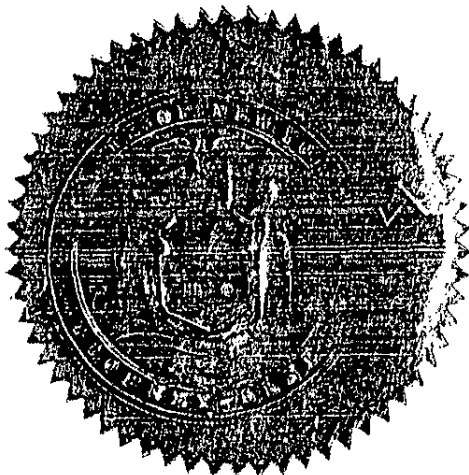
WILLIAM E. BUSS
Associate Attorney in Charge
Oil Spill Fund Unit

STEPHEN J. HENSEL
Associate Attorney in Charge
Contract Approval Unit

July 23, 1991

I, Robert Abrams, Attorney General of the State of New York, do hereby certify that I have examined the annexed proposed Declaration and Charter of the Alliance Assurance Company of America with its principal offices located in the City of New York, County of New York and State of New York, for the purpose of transacting the kinds of business authorized in Paragraphs "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "19", "20", "21", "22", "24", and "30" of Section 1113 of Article 11 of the Insurance Law of the State of New York and the kinds of insurance and reinsurance as defined in Section 4102(c) of the Insurance Law of the State of New York, together with proof of publication of notice of intention to form such corporation and I am of the opinion that the instruments submitted conform with the requirements of law.

In Witness Whereof, I have hereunto set my hand and affixed the official seal of my office the day and year first above written



ROBERT ABRAMS
Attorney General

by

Peter G. Favretto
Peter G. Favretto
Associate Attorney

DECLARATION OF INTENTION AND CHARTER

OF

Alliance Assurance Company of America

We, the undersigned, all being natural persons at least 18 years of age, a majority of us being citizens and residents of the United States of America and not less than three of us being residents of the State of New York, do hereby declare our intention to form a stock corporation for the purpose of doing the kinds of insurance business authorized by Paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, and 30 of Section 1113 of Article 11 of the Insurance Law of the State of New York and the kinds of insurance and reinsurance as defined in Section 4102(c) of the Insurance Law of the State of New York, and for that purpose do adopt the following Charter, to wit:

CHARTER

Section 1. The name of the corporation shall be

Alliance Assurance Company of America

Section 2. The principal office of the corporation is to be located in the City of New York, County of New York, and State of New York. The corporation may establish and maintain other offices, agencies, or branches outside the State of New York and in any part of the world.

Section 3. The corporation shall be empowered to transact business upon any of the risks specified in Paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, and 30 of Section 1113 of Article 11 of the Insurance Law of the State of New York and the kinds of insurance and reinsurance as defined in Section 4102(c) of the Insurance Law of the State of New York, as follows:

(3) "Accident and health insurance," means (i) insurance against death or personal injury by accident or by any specified kind or kinds of accident and insurance against sickness, ailment or bodily injury, including insurance providing disability benefits pursuant to article nine of the workers' compensation law, except as specified in subparagraph (ii) hereof; and (ii) non-cancellable disability insurance meaning insurance against disability resulting from sickness, ailment or bodily injury (but excluding insurance solely against accidental injury) under any contract which does not give the insurer the option to cancel or otherwise terminate the contract at or after one year from its effective date or renewal date.

(4) "Fire insurance," means insurance against loss of or damage to any property resulting from fire, including loss or damage

incident to the extinguishment of a fire or to the salvaging of property in connection therewith.

(5) "Miscellaneous property insurance," means loss of or damage to property resulting from:

(A) lightning, smoke or smudge, windstorm, tornado, cyclone, earthquake, volcanic eruption, rain, hail, frost and freeze, weather or climatic conditions, excess or deficiency of moisture, flood, the rising of the waters of the ocean or its tributaries;

(B) insects, or blights, or disease of such property except animals;

(C) electrical disturbance causing or concomitant with a fire or an explosion in public service or public utility property;

(D) bombardment, invasion, insurrection, riot, civil war or commotion, military or usurped power, any order of a civil authority made to prevent the spread of a conflagration, epidemic or catastrophe, vandalism or malicious mischief, strike or lockout, collapse from any cause or explosion; but excluding any kind of insurance specified in paragraph nine hereof, except insurance against loss or damage to property resulting from

(i) explosion of pressure vessels (except steam boilers of more than fifteen pounds pressure) in buildings designed and used solely for residential purposes by not more than four families,

(ii) explosion of any kind originating outside of the insured building or outside of the building containing the property insured,

(iii) explosion of pressure vessels which do not contain steam or which are not operated with steam coils or steam jackets, or

(iv) electrical disturbance causing or concomitant with an explosion in public service or public utility property; or

(E) lateral or vertical subsidence of the earth caused by past or present mining operations.

(6) "Water damage insurance," means insurance against loss or damage by water or other fluid or substance to any property resulting from the breakage or leakage of sprinklers, pumps or other apparatus erected for extinguishing fires or of water pipes or other conduits or containers, or resulting from casual water entering through leaks or openings in buildings or by seepage through building walls, but excluding loss or damage resulting from flood or the rising of the waters of the ocean or its tributaries; and including insurance against accidental injury of such sprinklers, pumps, fire apparatus, conduits or containers.

(7) "Burglary and theft insurance," means

(A) Insurance against loss of or damage to any property resulting from burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation or wrongful conversion, disposal or concealment by any person, or from any attempt thereof;

(B) Insurance against loss of or damage to moneys, coins, bullion, securities, notes, drafts, acceptances or any other valuable papers or documents, resulting from any cause, except while in the custody or possession of and being transported by any carrier for hire or in the mail; and

(C) Insurance of individuals by means of an all-risk type of policy commonly known as the "Personal Property Floater" against any kind and all kinds of loss of or damage to, or loss of use of, any personal property other than merchandise.

(8) "Glass insurance," means insurance against loss of or damage to glass and its appurtenances resulting from any cause.

(9) "Boiler and machinery insurance," means insurance against loss of or damage to any property of the insured, resulting from the explosion of or injury to:

(A) any boiler, heater or other fired pressure vessel;

(B) any unfired pressure vessel;

(C) pipes or containers connected with any of said boilers or vessels;

(D) any engine, turbine, compressor, pump or wheel;

(E) any apparatus generating, transmitting or using electricity; or

(F) any other machinery or apparatus connected with or operated by any such boilers, vessels or machines, and including the incidental power to make inspections of and issue certificates of inspection upon, any such boilers, apparatus, and machinery, whether insured or otherwise.

(10) "Elevator insurance," means insurance against loss of or damage to any property of the insured, resulting from the ownership, maintenance or use of elevators, except loss or damage by fire.

(11) "Animal insurance," means insurance against loss of or damage to any domesticated or wild animal resulting from any cause.

(12) "Collision insurance," means insurance against loss of or damage to any property of the insured resulting from collision of any other object with such property, but excluding collision to or by elevators, or to or by vessels, craft, piers or other instrumentalities of ocean or inland navigation.

(13) "Personal injury liability insurance," means insurance against legal

liability of the insured, and against loss, damage or expense incident to a claim of such liability (including the insurer's obligation to pay medical, hospital, surgical and disability benefits to injured persons, and funeral and death benefits to dependents, beneficiaries or personal representatives of persons who are killed, irrespective of legal liability of the insured), arising out of the death or injury of any person, or arising out of injury to the economic interests of any person, as the result of negligence in rendering expert, fiduciary or professional service, but excluding any kind of insurance specified in paragraph fifteen except insurance to protect an insured against liability for indemnification or contribution to a third party held responsible for injury to the insured's employee arising out of and in the course of employment when such insurance is written pursuant to this paragraph and not written pursuant to paragraph fifteen of this subsection.

(14) "Property damage liability insurance," means insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability, arising out of the loss or destruction of, or damage to, the property of any other person, but not including any kind of insurance specified in paragraph thirteen or fifteen hereof.

(15) "Workers' compensation and employers' liability insurance," means insurance against the legal liability, under common law or statute or assumed by contract, of any employer for the death or disablement of, or injury to, his employee, including volunteer firefighters' benefit insurance provided pursuant to the volunteer firefighters' benefit law and including volunteer ambulance workers' benefit insurance provided pursuant to the volunteer ambulance workers' benefit law.

(16) "Fidelity and surety insurance," means:

(A) Guaranteeing the fidelity of persons holding positions of public or

private trust; and indemnifying banks, thrifts, brokers and other financial institutions against loss of money, securities, negotiable instruments, other specified value papers and tangible items of personal property caused by larceny, misplacement, destruction or other stated perils including loss while being transported in an armored motor vehicle or by messenger; and insurance for loss caused by the forgery of signatures on, or alteration of, specified documents and valuable papers;

(B) Insurance against losses that financial institutions become legally obligated to pay by reason of loss of customers' property from safe deposit boxes;

(C) Any contract bond; including a bid, payment or maintenance bond or a performance bond where the bond is guaranteeing the execution of any contract other than a contract of indebtedness or other monetary obligation;

(D) An indemnity bond for the benefit of a public body, railroad or charitable organization; a lost security or utility payment bond;

(E) Becoming surety on, or guaranteeing the performance of any lawful contract, not specifically provided for in this paragraph, except (i) mortgage guaranty insurance, which may only be written by an insurer authorized to write such insurance pursuant to article sixty-five of this chapter, (ii) a contract that falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter, or (iii) any insurance contract unless such guaranty is authorized pursuant to subsection (c) of section one thousand one hundred fourteen of this article; and

(F) Becoming surety on, or guaranteeing the performance of, bonds and undertakings required or permitted in all judicial proceedings or otherwise by law allowed, including surety bonds accepted by

states and municipal authorities in lieu of deposits as security for the performance of insurance contracts.

In this charter "fidelity" insurance shall have the meaning set forth in subparagraphs (A) and (B) of this paragraph.

(17) "Credit insurance," means:

(A) Indemnifying merchants or other persons extending credit against loss or damage resulting from non-payment of debts owed to them, for goods and services provided in the normal course of their business, including the incidental power to acquire and dispose of debts so insured, and to collect any debts owed to such insurer or to the insured; but no insurance may be written as credit insurance if it falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter;

(B) Indemnifying any person for expenses disbursed or to be disbursed under a contract in connection with the cancellation of a catered affair; or

(C) Indemnifying any person for tuition expenses disbursed or to be disbursed under a contract in connection with his dismissal or withdrawal from an educational institution; or indemnifying elementary or secondary schools, whether public, private, profit or non-profit, providing education in consideration of a tuition charge or fee against loss or damage in the event of non-payment of the tuition charges or fees of a student or pupil dismissed, withdrawn or leaving before the end of the school year for which the insurance is written. An educational institution may not require any person responsible for the payment of a student's or pupil's tuition charge or fee to pay for tuition refund insurance.

(19) "Motor vehicle and aircraft physical damage insurance," means insurance against loss of or damage resulting to motor vehicles or aircraft and their equipment

resulting from any cause; and insurance reimbursing a driver of costs including replacement car rental, commercial transportation and accommodations resulting from an automobile accident or mechanical breakdown occurring fifty miles or more from the driver's principal place of residence or garaging.

(20) "Marine and inland marine insurance," means insurance against any and all kinds of loss or damage to:

(A) Vessels, hulls, craft, aircraft, cars, automobiles, trailers and vehicles of every kind, and all goods, freights, cargoes, merchandise, effects, disbursements, profits, moneys, bullions, precious stones, securities, choses in action, evidences of debt, valuable papers, bottomry and respondentia interests and all other kinds of property and interests therein in respect to, appertaining to or in connection with any and all risks or perils of navigation, transit, or transportation, including war risks, on or under any seas or other waters, on land or in the air, or while being assembled, packed, crated, baled, compressed or similarly prepared for shipment or while awaiting the same or during any delays, storage, transshipment, or reshipment incident thereto, including marine builder's risks and all personal property floater risks;

(B) Person or property in connection with or appertaining to marine, inland marine, transit or transportation insurance, including liability for loss of or damage to either, arising out of or in connection with the construction, repair, operation, maintenance or use of the subject mater of such insurance (but not including life insurance or surety bonds nor insurance against loss by reason of bodily injury to the person arising out of the ownership, maintenance or use of automobiles);

(C) Precious stones, jewels, jewelry, gold, silver and other precious metals, whether used in business or trade or otherwise and whether the same be in course

of transportation or otherwise; and

(D) Bridges, tunnels and other instrumentalities of transportation and communication (excluding buildings, their improvements, and betterments, furniture and furnishings, fixed contents and supplies held in storage), including auxiliary facilities and equipment attendant thereto: piers, wharves, docks and slips, other aids to navigation and transportation, including dry docks and marine railways.

In this Chapter "inland marine" insurance shall not include insurance of vessels, crafts, their cargoes, marine builders risks, or other similar risks commonly insured only under ocean marine insurance policies.

(21) "Marine protection and indemnity insurance," means insurance against, or against legal liability of the insured for, loss, damage or expense arising out of, or incident to, the ownership, operation, chartering, maintenance, use, repair or construction of any vessel, craft or instrumentality in use in ocean or inland waterways, including liability of the insured for personal injury, illness or death of for loss of or damage to the property of another person.

(22) "Residual value insurance" means insurance issued in connection with a lease or contract which sets forth a specific termination value at the end of the term of the lease or contract for the property covered by such lease or contract, and which insures against loss of economic value of tangible personal property or real property or improvements thereto except loss due to physical damage to property, excluding any lease or contract that falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter.

(24) "Credit unemployment insurance" means insurance on a debtor in connection with a specified loan or other credit

transaction within the state to provide payments to a creditor in the event of unemployment of the debtor for the installments or other periodic payments becoming due while a debtor is unemployed.

(30) "Substantially similar kind of insurance," means such insurance which in the opinion of the superintendent is determined to be substantially similar to one of the foregoing kinds of insurance and thereupon for the purposes of this chapter shall be deemed to be included in that kind of insurance.

The corporation shall have full power and authority to make and undertake insurance of any kind now or hereafter permitted to domestic stock property and casualty insurance companies and to have and to exercise all the powers and privileges now or hereafter conferred by the Insurance Law of the State of New York on domestic stock property and casualty insurance companies, including reinsurance of risks of every kind or description (except with respect to life insurance, title insurance and contracts for the payment of annuities) and any and all kinds of insurance on risks outside of the United States of America, its territories and possessions (except with respect to life insurance, title insurance and contracts for the payment of annuities) so long as all other applicable requirements of law are met. The power to make and undertake any kind of insurance against loss or damage to property shall include the power to insure all lawful interests in such property and to insure against loss of use and occupancy, rents and profits resulting therefrom, but no kind of insurance shall be deemed to include life insurance or title insurance.

The foregoing enumeration of specific kinds of insurance shall not be held to limit or restrict the powers of the corporation to carry on any other business necessarily or properly incidental to such kinds of insurance.

The corporation shall have full power and authority to cede reinsurance of any risks taken by it.

Section 4. The mode and manner in which the corporate powers of the corporation shall be exercised are through a board of directors and through such officers and agents as such board shall empower.

Section 5. (a) The number of directors of the corporation shall at no time be less than thirteen and shall not be more than twenty-one.

(b) The by-laws of the corporation shall provide the number of directors necessary to constitute a quorum for the transaction of business.

Section 6. (a) The annual meeting of the stockholders of the corporation shall be held on the last Wednesday in April of each year, or if such day is a holiday, on the next succeeding business day, at the principal office of the corporation or at such other place, within or without New York State, as fixed in the by-laws, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting. At each annual meeting, each holder of common stock of record on the books of the corporation shall be entitled to one vote in person or by proxy for each share of such stock so held. Directors shall be chosen and elected by plurality of the whole number of shares voted at the meeting. All directors elected at the annual meeting of the corporation shall take office immediately upon election and shall hold office until the next annual meeting of the stockholders of the corporation, and until their successors shall have been duly elected. The holders of common stock, by majority vote, at any meeting, may remove any director.

(b) Whenever any vacancy shall occur in the board of directors, by reason of death, resignation, removal or

otherwise, the holders of common stock at any regular or special meeting, or the remaining members of the board, at a meeting called for that purpose, or any regular meeting, may elect a director to each vacancy thus occasioned, and each director so elected shall hold office for the unexpired term of the director whose place he had taken.

(c) Each director shall be at least eighteen years of age and at all times a majority of the directors of this corporation shall be citizens and residents of the United States, and at least three shall be residents of the State of New York.

(d) The officers of the corporation shall be elected at the annual meeting of the Board of Directors following the annual meeting of stockholders, at any recessed or adjourned annual meeting of such Board of Directors. One person may be elected to any two offices, except the offices of President and Secretary. The corporation may provide in its by-laws for the creation of offices, the method of election thereto and the filling of vacancies therein.

Section 7. The names and post office residence addresses of the directors who shall serve until the first annual meeting of the corporation are:

<u>Name</u>	<u>Addresses</u>
1. NEWELL G. ALFORD, JR.	145 West 86th Street New York, NY 10024
2. ANTHONY J. BARRON	Rathmoyle, Hurtmore, Godalming Surrey GU7 2RB, England

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came NEWELL G. ALFORD, JR., to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

GEORGE E. BAVELLO
Notary Public, State of New York
No. 4818868
Qualified in Nassau County
Term Expires Oct. 31, 1996

On this 9th day of April, 1991, before me personally came ROBERT N. BOULANGER, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

GEORGE E. BAVELLO
Notary Public, State of New York
No. 4818868
Qualified in Nassau County
Term Expires Oct. 31, 1996

On this 9th day of April, 1991, before me personally came KENNETH G. T. DRYSDALE, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVELLO
Notary Public, State of New York
No. 4818868
Qualified in Nassau County
Term Expires Oct. 31, 1996

(Continued)

<u>Name</u>	<u>Addresses</u>
3. ROBERT N. BOULANGER	21 Stardust Drive Warren, NJ 07059
4. KENNETH G. T. DRYSDALE	331 Briar Patch Mountainside, NJ 07092
5. ROBERT M. LOWD	7259 Reserve Creek Drive Port St. Lucie, FL 34986
6. JOHN A. MOORE	225 Boulevard Mountain Lakes, NJ 07046
7. ROGER A. G. NEVILLE	Possingworth Manor, Blackboys NR Uckfield, East Sussex, TN22 5HE England
8. HENRY G. PARKER, III	38 East Lane Madison, NJ 07940
9. RALPH PETTY	17 BROADSFIELDS, Harpenden Hertfordshire AL5 2HJ, England
10. MARTIN M. ROSENBAUM	72-44 Ingram Street Forest Hills, NY 11375
11. KEVIN T. SALTER	65 Pinebrook Road New Rochelle, NY 10801
12. ROGER J. TAYLOR	The Toll House, Bucks Green Rudgwick, Horsham, West Sussex RH12 3JE, England
13. MARC M. TRACT	105 Fir Drive East Hills, NY 11576
14. JOHN M. WARNER	Tall Pines, 153A Amersham Road Beaconsfield, Bucks HP9 2EH England

Section 8. The duration of the corporate existence of the corporation shall be perpetual.

Section 9. The amount of the authorized capital of the corporation shall be Five Million (\$5,000,000) Dollars, and the total number of the shares of stock which the corporation shall have the authority to issue is One Hundred (100) shares of Common Stock of the par value of Fifty-Thousand U.S. (\$50,000) Dollars per share.

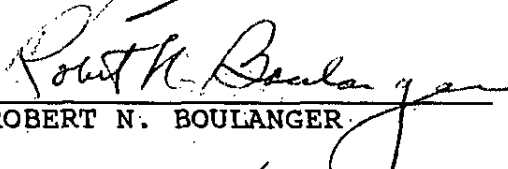
Section 10. The fiscal year of the corporation shall be the calendar year.

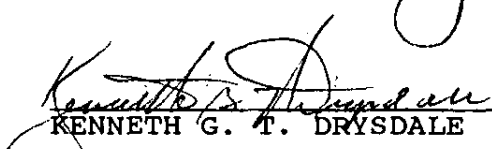
Section 11. No director shall be personally liable to the corporation or any of its shareholders for damages for any breach of duty as a director; provided, however, that the foregoing provision shall not eliminate or limit: (i) the liability of a director if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or any violation of the insurance law or a knowing violation of the insurance law or a knowing violation of any other law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled; or (ii) the liability of a

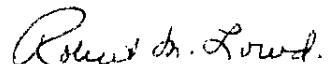
director for any act or omission prior to the adoption of this paragraph.


NEWELL G. ALFORD, JR.



ANTHONY J. BARRON


ROBERT N. BOULANGER

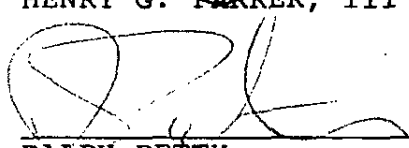

KENNETH G. T. DRYSDALE


ROBERT M. LOWD


JOHN A. MOORE


ROGER A. G. NEVILLE


HENRY G. PARKER, III

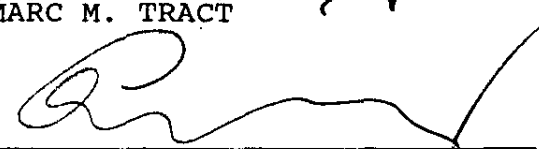

RALPH PETTY


MARTIN M. ROSENBAUM


KEVIN T. SALTER


ROGER J. TAYLOR

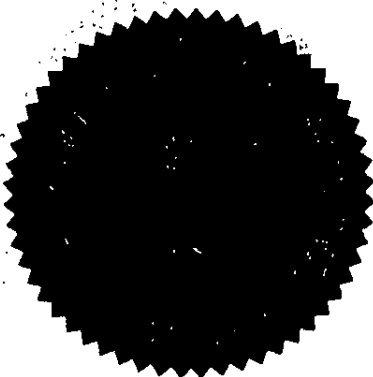

MARC M. TRACT


JOHN M. WARNER

UNITED KINGDOM OF)
GREAT BRITAIN AND NORTHERN IRELAND) SS.
CITY OF LONDON)

On this third day of April, 1991, before me the undersigned RICHARD GRAHAM ROSSER, a Notary Public of the City of London, England, duly appointed and qualified, this day personally appeared ANTHONY J. BARRON, ROGER A.G. NEVILLE, RALPH PETTY and ROGER J. TAYLOR, to me known and known to me to be four of the individuals described in and who executed the foregoing instrument and they duly acknowledge to me that they executed the same.

Witness my hand and official seal.



RICHARD GRAHAM ROSSER
NOTARY PUBLIC, LONDON

My commission expires with life.

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came ROBERT M. LOWD, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVIELLO
Notary Public, State of New York
No. 4819886
Qualified in Nassau County
Term Expires Oct. 31, 1992

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came JOHN A. MOORE, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVIELLO
Notary Public, State of New York
No. 4819886
Qualified in Nassau County
Term Expires Oct. 31, 1992

STATE OF NEW YORK)
) SS.:
COUNTY OF ~~NEW YORK~~)

On this 12th day of April, 1991, before me personally came HENRY G. PARKER, III, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Barbara Egnor
NOTARY PUBLIC

BARBARA EGNOR
Notary Public of New Jersey
My Commission Expires Sept. 14, 1995

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came MARTIN M. ROSENBAUM, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVIELLO
Notary Public, State of New York
No. 4819868
Qualified in Nassau County
Term Expires Oct. 31, 1992

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came KEVIN T. SALTER, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVIELLO
Notary Public, State of New York
No. 4819868
Qualified in Nassau County
Term Expires Oct. 31, 1992

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came MARC M. TRACT, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVIELLO
Notary Public, State of New York
No. 4819868
Qualified in Nassau County
Term Expires Oct. 31, 1992

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 9th day of April, 1991, before me personally came JOHN M. WARNER, to me known and known to me to be one of the individuals described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

George E. Baviello
NOTARY PUBLIC

GEORGE E. BAVIELLO
Notary Public, State of New York
No. 4819866
Qualified in Nassau County
Term Expires Oct. 31, 1992