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2002 JAN 28 PM 2:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Office Use Only

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

1. Fremont Industrial Indemnity
(Corporation Name) (Document #)

2. Company
(Corporation Name) (Document #)

3. _____
(Corporation Name) (Document #)

4. _____
(Corporation Name) (Document #)

file 2nd

- Walk in
- Pick up time
- Mail out
- Will wait
- Photocopy

- Certified Copy *two (2)*
- Certificate of Status *C/C*

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NEW FILINGS

- Profit
- Not for Profit
- Limited Liability
- Domestication
- Other

AMENDMENTS

- Amendment
- Resignation of R.A., Officer/Director
- Change of Registered Agent
- Dissolution/Withdrawal
- Merger

OTHER FILINGS

- Annual Report
- Fictitious Name

REGISTRATION/QUALIFICATION

- Foreign
- Limited Partnership
- Reinstatement
- Trademark
- Other

RECEIVED
02 JAN 28 PM 12:08
DIVISION OF CORPORATION

Examiner's Initials

CR2E031(7/97)

N.C.
G. Coullotte JAN 28 2002

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.)

FILED
2002 JAN 28 PM 2:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

SECTION I
(1-3 MUST BE COMPLETED)

1. Fremont Industrial Indemnity Company
Name of corporation as it appears on the records of the Department of State.
2. 11/12/1920 California 3. 12/20/60
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? 8/31/01
5. Fremont Indemnity Company
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.

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

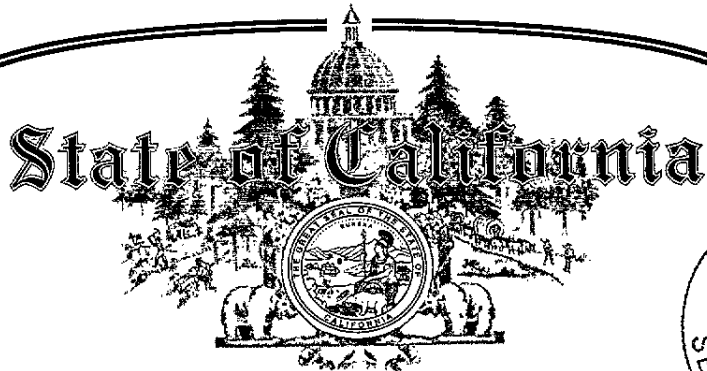
New Jurisdiction


Signature

Sept. 30, 2001
Date

Michael T. Stock
Typed or printed name

Vice President and Assistant Secretary
Title



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of ____ page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

NOV 13 2001

Secretary of State



NGTC

A0569627

0093411 SURV.

AGREEMENT AND PLAN OF MERGER

DATED AS OF

AUGUST 14, 2001

BY AND BETWEEN

FREMONT INDEMNITY COMPANY

FREMONT INDUSTRIAL INDEMNITY COMPANY,

AND

FREMONT COMPENSATION INSURANCE GROUP, INC.

FILED
In the Office of the Secretary of State
of the State of California

AUG 31 2001 RC

Bill Jones
BILL JONES, Secretary of State

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made as of August 14, 2001, by and among **FREMONT INDEMNITY COMPANY**, a California corporation ("**FIC**"). **FREMONT INDUSTRIAL INDEMNITY COMPANY**, a California corporation ("**FIIC**") (FIC and FIIC are sometimes referred to individually as a "Constituent Corporation" and together as the "Constituent Corporations"), and **FREMONT COMPENSATION INSURANCE GROUP, INC.**, a Delaware corporation ("**FCIG**"), with reference to the following recitals:

RECITALS

A. FCIG owns all the issued and outstanding shares of FIC Common Stock (as hereinafter defined), thus, making FIC a wholly-owned subsidiary of FCIG.

B. FIC, in turn, owns all the issued and outstanding shares of FIIC Common Stock (as hereinafter defined), thus, making FIIC a wholly-owned subsidiary of FIC.

C. On or about August 30, 2001, it is contemplated that FIC will dividend all the issued and outstanding shares of FIIC Common stock owned by it to its immediate parent company, FCIG (the "**FIIC Dividend**"), which, in turn, will make FIIC a wholly-owned subsidiary of FCIG.

D. The respective Boards of Directors of FCIG and the Constituent Corporations have determined that it is in the best interests of the organization that immediately following the FIIC Dividend, FIC be merged with and into FIIC, with FIIC being the surviving entity of that merger.

E. The respective Boards of Directors of FCIG and the Constituent Corporations have approved and deem it advisable to consummate, following the FIIC Dividend, the merger of FIC with and into FIIC upon the terms and conditions set forth herein.

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

ARTICLE I THE MERGER

Section 1.1 The Merger.

(a) Subject to the terms and conditions of this Agreement, and in accordance with applicable California law, at the Effective Time (as hereinafter defined), FIIC and FIC shall consummate a merger (the "**Merger**") pursuant to which (i) FIC shall be merged with and into FIIC and the separate corporate existence of FIC shall thereupon cease; and (ii)

FIIC shall be the successor or surviving corporation in the Merger and shall continue to be governed by the laws of the State of California.

(b) On and after the Effective Time, the separate corporate existence of FIC shall thereupon cease, and FIIC shall be the surviving corporation and shall continue its corporate existence under the laws of the State of California with all its purposes, property (real, personal and mixed), objects, rights, privileges, powers, franchises, licenses, registrations and interests of every kind continuing unaffected and unimpaired by the Merger.

(c) All the property (real, personal and mixed), objects, rights, privileges, powers, franchises, licenses, registrations and other assets of every kind and description of FIC (the "Interests") shall be transferred to and be vested in FIIC by virtue of the Merger without any deed or other transfer. FIIC, without any order or other action on the part of any court or otherwise, shall hold and enjoy all the Interests in the same manner and to the same extent as all the Interests were held or enjoyed by FIC immediately prior to the Effective Time. FIC hereby agrees, from time to time, as and when requested by FIIC, or its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as FIIC may deem necessary or desirable in order to vest in and confirm to FIIC title to and possession of any property of FIC acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof.

(d) Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All rights of creditors, including policyholders, and all liens on property of both Constituent Corporations shall be preserved and remain unimpaired, with all of their respective liabilities for all contracts, policies, deeds of trust, indentures, debts and obligations of any kind and duties attaching to FIIC and being enforceable against it to the same extent as if those liabilities, debts and duties had been incurred and contracted by FIIC, or FIIC may be substituted as a named party in the place and stead of FIC.

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

Section 1.2 Articles of Incorporation. Upon the Merger, Article I of FIIC's Amended and Restated Articles of Incorporation shall be amended as follows:

ARTICLE I

The name of this corporation is Fremont Indemnity Company."

Section 1.3 Bylaws. Upon the Merger the Bylaws of FIIC shall be amended to reflect that FIIC's name has been changed to "Fremont Indemnity Company."

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

Section 1.5 Effective Time. As soon as practicable after execution of this Agreement, FIC and FIIC will cause an application to obtain approval of the Merger to be executed and filed with the California Department of Insurance ("CDI") in accordance with California Insurance Code Section 1011(c). Consummation of the Merger provided for in this Agreement shall be effected on August 31, 2001 following the FIC Dividend, provided that prior thereto a duly executed, certified and acknowledged copy of the Agreement, or a duly executed Certificate of Merger, shall have been filed in the office of the California Secretary of State in accordance with provisions of California law, or, in the event such a filing takes place after August 31, 2001, the consummation of the Merger provided for in this Agreement shall be effected on the day and hour of such filing. (The time at which the Merger provided for in this Agreement is effected as provided in this section is herein called the "Effective Time.")

ARTICLE 2 CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of the FIIC Common Stock (as hereinafter defined) or holders of any shares of the FIC Common Stock (as hereinafter defined):

(a) **FIC Common Stock.** Each issued and outstanding share of the FIC Common Stock shall be cancelled without consideration.

(b) **FIIC Common Stock.** Each issued and outstanding share of the FIIC Common Stock shall remain outstanding, unaffected by the Merger.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF FIIC

FIIC represents and warrants to FIC that:

Section 3.1 Corporate Existence, Power and Capitalization. FIIC is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of California and has four hundred twenty thousand (420,000) shares of FIIC Common Stock outstanding.

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

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF FIC

FIC represents and warrants to FIIC that:

Section 4.1 Corporate Existence, Power and Capitalization. FIC is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of California and has two million five hundred thousand (2,500,000) shares of FIC Common Stock outstanding.

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

ARTICLE 5 COVENANTS

Section 5.1 Further Assurances. At and after the Effective Time, the officers and directors of FIIC will be authorized to execute and deliver, in the name and on behalf of FIC, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of FIC, any other actions and things they may deem desirable to vest, perfect or confirm of record or otherwise in FIIC any and all right, title and interest in, to and under any of the rights, properties or assets of FIC acquired or to be acquired by FIIC as a result of, or in connection with, the Merger.

Section 5.2 Shareholder Approval. FIC, as the sole shareholder of FIIC, hereby acknowledges its approval of this Agreement and the Merger and FCIG, as the sole shareholder of FIC, hereby acknowledges its approval of this Agreement and the Merger.

ARTICLE 6 CONDITIONS TO THE MERGER

Section 6.1 Conditions to the Obligations of the Constituent Corporations. The obligations of the Constituent Corporations to consummate the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by each of the parties intended to benefit therefrom, to the extent permitted by applicable Law:

- (a) no Governmental Authority (as hereinafter defined) shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary,

preliminary or permanent) which is in effect and which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger; and

(b) all actions by or in respect of or filings with any Governmental Authority, including the CDI, required to permit the consummation of the Merger shall have been obtained.

ARTICLE 7 TERMINATION

Section 7.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the parties hereto; or

(b) by either FIC or FIIC if there shall be any Law or Order that makes consummation of the Merger illegal or otherwise prohibited.

Section 7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1 hereof, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE 8 MISCELLANEOUS

Section 8.1 Definitions. As used herein, the following terms have the following respective meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"FIC Common Stock" means the common stock, two dollars (\$2.00) par value per share, of FIC.

"Governmental Authority" means any federal, state, county, local, foreign or other governmental or public agency, instrumentality, commission, authority, board or body, and any court, arbitrator, mediator or tribunal.

"Law" means any code, law, ordinance, regulation, rule or statute of any Governmental Authority.

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

"FIIC Common Stock" means the common stock, ten dollars (\$10.00) par value per share, of FIIC.

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

<u>Term</u>	<u>Section</u>
"Agreement"	1 st Paragraph
"CDI"	1.5
"Constituent Corporation"	1 st Paragraph
"Effective Time"	1.5
"FCIG"	1 st Paragraph
"FIC"	1 st Paragraph
"FIIC Dividend"	Recital B
"Interests"	1.1(c)
"Merger"	1.1(a)
"FIIC"	1 st Paragraph

Section 8.2 Notices. Unless otherwise specifically provided herein, any notice, demand, request or other communication herein requested or permitted to be given shall be in writing and may be personally served, sent by overnight courier service, or sent by telecopy with a confirming copy sent by United States first-class mail, each with any postage or delivery charge prepaid. For the purposes hereof, the addresses of the parties hereto (until notice of a change thereof is delivered as provided in this Section) shall be as follows:

If to FIC:

Fremont Indemnity Company
500 North Brand Boulevard
Glendale, California 91203
Attn: Michael T. Stock,
Deputy General Counsel
Telephone: (818) 552-4811
Telecopy: (818) 549-4626

If to FIIC:

Fremont Industrial Indemnity Company
500 North Brand Boulevard
Glendale, California 91203
Attn: Michael T. Stock,
Deputy General Counsel
Telephone: (818) 552-4811
Telecopy: (818) 549-4626

If to FCIG:

Fremont Compensation Insurance Group, Inc.
500 North Brand Boulevard
Glendale, California 91203
Attn: Michael T. Stock,
Deputy General Counsel
Telephone: (818) 552-4811
Telecopy: (818) 549-4626

Any notice provided hereunder shall be deemed to have been given on the date delivered in person, or on the next business day after deposit with an overnight courier service, or on the date received by telecopy transmissions.

Section 8.3 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

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

Section 8.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto.

Section 8.5 Governing Law. This Agreement shall be governed by and construed under the Laws of the State of California, without regard for its conflicts of laws principles.

Section 8.6 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 8.7 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

Section 8.8 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

(Signatures on Next Page)

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

FREMONT INDEMNITY COMPANY

By: Mary Lou A. Misrahy
Name: Mary-Lou A. Misrahy
Its: President

By: Michael T. Stock
Name: Michael T. Stock,
Its: Assistant Secretary

FREMONT INDUSTRIAL INDEMNITY COMPANY

By: Mary Lou A. Misrahy
Name: Mary-Lou A. Misrahy
Its: President

By: Michael T. Stock
Name: Michael T. Stock,
Its: Assistant Secretary

FREMONT COMPENSATION INSURANCE GROUP, INC.

By: Mary Lou A. Misrahy
Name: Mary-Lou A. Misrahy
Its: President

By: Michael T. Stock
Name: Michael T. Stock,
Its: Assistant Secretary

FREMONT INDUSTRIAL INDEMNITY COMPANY

CERTIFICATE OF APPROVAL

OF

AGREEMENT AND PLAN OF MERGER

Mary-Lou A. Misrahy and Michael T. Stock, hereby certify that:

1. They are the duly elected and acting President and Assistant Secretary, respectively, of Fremont Industrial Indemnity Company, a California corporation ("FIIC").
2. FIIC has only one class of shares. The number of shares of FIIC outstanding is 420,000.
3. The principal terms of the Agreement and Plan of Merger by and among FIIC, Fremont Indemnity Company, a California corporation, and Fremont Compensation Insurance Group, Inc., a Delaware corporation, in the form attached hereto were duly approved by the Board of Directors and the sole shareholder of FIIC.
4. The shareholder approval was by the holder of 100% of the outstanding shares of FIIC.

(The Signature Page Follows)

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: August 27, 2001

[SEAL]


Mary-Lou A. Misrahy, President


Michael T. Stock, Assistant Secretary

FREMONT INDEMNITY COMPANY

CERTIFICATE OF APPROVAL

OF

AGREEMENT AND PLAN OF MERGER

Mary-Lou A. Misrahy and Michael T. Stock, hereby certify that:

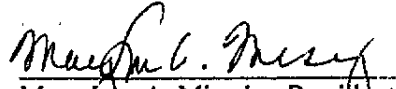
1. They are the duly elected and acting President and Assistant Secretary, respectively, of Fremont Indemnity Company, a California corporation ("FIC").
2. FIC has only one class of shares. The number of shares of FIC outstanding is 2,500,000.
3. The principal terms of the Agreement and Plan of Merger by and among FIC, Fremont Industrial Indemnity Company, a California corporation, and Fremont Compensation Insurance Group, Inc., a Delaware corporation, in the form attached hereto were duly approved by the Board of Directors and the sole shareholder of FIC.
4. The shareholder approval was by the holder of 100% of the outstanding shares of FIC.

(The Signature Page Follows)

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: August 27, 2001

[SEAL]



Mary-Lou A. Misrahy, President



Michael T. Stock, Assistant Secretary

AUG 21 2001 11:39AM

NO. 4811 P. 2

STATE OF CALIFORNIA

HARRY W. LOW, Insurance Commissioner

DEPARTMENT OF INSURANCE

LEGAL DIVISION, CORPORATE AFFAIRS
45 FREMONT STREET, 24TH FLOOR
SAN FRANCISCO, CA 94105
FAX (415) 804-5729
JOYCEA@INSURANCE.CA.GOV



ARLENE JOYCE
Senior Staff Counsel
(415) 538-4424

August 24, 2001

Michael L. Rosenfield, Esq.
Barger & Wolen LLP
515 South Flower Street, 34th Floor
Los Angeles, California 90071

- Re: (1) Application filed August 15, 2001, under California Insurance Code ("CIC") Section 1215.5(g) concerning the proposed extraordinary dividend on August 30, 2001, of all the issued and outstanding shares of Fremont Industrial Indemnity Company to Fremont Compensation Insurance Group, Inc., and assigned our file number IDB 01-12187;
- (2) Application filed August 17, 2001, under CIC Section 1011(c) concerning the proposed merger on August 31, 2001 of Fremont Indemnity Company with and into Fremont Industrial Indemnity Company, and assigned our file number IDB 01-11962; and
- (3) Application filed August 17, 2001, under CIC Section 1011(c) concerning revisions to the Tenth Amended Pooling Agreement among Fremont Compensation Insurance Company, Fremont Pacific Insurance Company, and Fremont Indemnity Company, to be effective August 31, 2001, and assigned our file number IDB 01-11963.

Dear Mr. Rosenfield,

This will confirm the Commissioner's consent to the above referenced applications. Consent to the extraordinary dividend application is given pursuant to the provisions of California Insurance Code Section 1215.5(g); consent to the merger agreement and reinsurance agreement is given pursuant to the provisions of California Insurance Code Section 1011(c). Consent does not constitute or imply review or approval under any other California Insurance Code section or any other California law.

The Commissioner's consent is given in express reliance upon the veracity and completeness of all the documents, communications and representations provided by the applicant and its agents in support of the applications. The consent relates only to the applications referenced above and the documents on file this date; any subsequent modifications must be submitted to the Department, prior to consummation, for a determination of whether additional review and consent is necessary.

Cordially,

A handwritten signature in cursive script that reads "Arlene Joyce".

Arlene Joyce

Protecting California's Consumers


STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE

San Francisco

I, HARRY W. LOW, Insurance Commissioner of the State of California, do hereby certify that on the date specified herein, the name **Fremont Indemnity Company** has been approved and reserved in California as a name change for **Fremont Industrial Indemnity Company**, effective August 31, 2001, for a period of 90 days from the date herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year specified below.

HARRY W. LOW
Insurance Commissioner

By 
Pamela D. Stefani
Deputy
August 22, 2001

A California corporation must attach this Certificate to its Articles of Incorporation (Amendment) filed with the California Secretary of State.

Note: This certificate does not authorize the subject entity to transact business in California unless and until a Certificate of Authority or license has been issued.

