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(Business Entity Name)

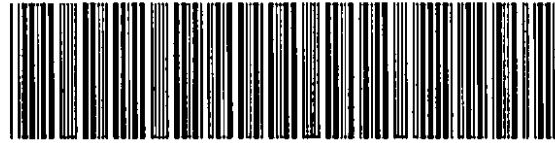
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07/26/17--01001--021 **8.75

Merger

JUL 31 2017

P. L. WHITE



Lori M. Powers, CPCU, ARe
Vice President & Compliance Officer

t. 860 368 2004
lori.powers@siriusgroup.com

July 25, 2017

VIA FEDERAL EXPRESS

Florida Department of State
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**Re: Articles of Merger between Mount Beacon Insurance Company
and Oakwood Insurance Company**

Dear Sir and/or Madam:

Enclosed please find the following documentation in support of the merger between Mount Beacon Insurance Company and Oakwood Insurance Company.

1. Check number 22659 in the amount of \$70.00 representing the filing fee for the Articles of Merger.
2. Check number 2686 in the amount of \$8.75 representing fee for certified copy.
3. Executed Articles of Merger (effective July 31, 2017);
4. Executed Agreement and Plan of Merger;
5. Copy of Tennessee Department of Commerce and Insurance approval of merger.
6. Copy of Florida Office of Insurance Regulation Consent Order approving the merger.
7. Executed Shareholder and Board of Director consents from Mount Beacon Insurance Company;
8. Executed Shareholder and Board of Director consents from Oakwood Insurance Company;

Please provide a certified copy of the filing to my attention at your earliest convenience. Should you have any questions or require further information, please contact me at your convenience.

Sincerely,

Lori M. Powers, CPCU, ARe
Vice President and Compliance Officer

ARTICLES OF MERGER
OF
OAKWOOD INSURANCE COMPANY
AND
MOUNT BEACON INSURANCE COMPANY


To the Secretary of State
State of Florida

Pursuant to the provisions of the Florida Business Corporation Act, the domestic business corporation and the foreign business corporation herein named do hereby submit the following articles of merger.

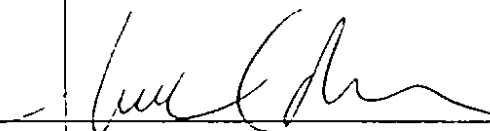
1. The exact name, entity type and jurisdiction for each merging party is as follows:
Mount Beacon Insurance Company a stock insurance company duly organized and existing under the laws of the State of Florida ("MBIC").
2. The exact name, entity type and jurisdiction for the surviving party is as follows:
Oakwood Insurance Company, a stock insurance company duly organized and existing under the laws of the State of Tennessee ("Oakwood").
3. The following, annexed hereto and made a part hereof is the Plan of Merger for merging MBIC with and into Oakwood as adopted at a meeting by the Board of Directors of MBIC on April 12, 2017 and adopted at a meeting of the Board of Directors of Oakwood on March 7, 2017.
4. All of the shareholders of MBIC entitled to vote on the aforesaid Plan of Merger consented to taking such action without a meeting, and the holders of the number of shares of MBIC that would be necessary to authorize or take such action at a meeting of the shareholders of the corporation duly approved and adopted the aforesaid Plan of Merger without a meeting of said shareholders on written consent signed by them on April 21, 2017 in accordance with the provisions of Section 607.0704 of the Florida Business Corporation Act.
5. The merger of MBIC with and into Oakwood is permitted by the laws of the state of Tennessee, the jurisdiction of organization of Oakwood, and has been authorized in compliance with said laws.

6. Oakwood will continue its existence as the surviving corporation under its present name, Oakwood Insurance Company, at its principal address of 2908 Poston Avenue, Nashville, TN 37203-1312 pursuant to the provisions of the Tennessee Business Corporation Act.
7. The effective time and date of the merger herein provided for shall become effective in the State of Florida on July 31, 2017.
8. Oakwood appoints the Florida Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic corporation that is party to the merger.
9. Oakwood agrees to promptly pay the dissenting shareholders of each domestic corporation that is a party to the merger the amount, if any, to which they are entitled under section 607.1302 of the Florida Business Corporation Act.

OAKWOOD INSURANCE COMPANY

By: 
Name: W. Neal Wasserman
Capacity: President

MOUNT BEACON INSURANCE COMPANY

By: 
Name: Michael R. Terelmes
Title: Chief Financial Officer and Treasurer

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") dated as of July 31, 2017, is entered into by and between Oakwood Insurance Company, a Tennessee stock insurance company ("OAKWOOD"), and Mount Beacon Insurance Company, a Florida stock insurance company ("MBIC").

RECITALS:

WHEREAS, Mount Beacon Holdings, LLC ("MBH") owns 500 shares of capital stock of MBIC, representing all of the issued and outstanding capital stock of MBIC. Florida Specialty Acquisition, LLC ("FSA") acquired all of the issued and outstanding membership interests of MBH following approval of the Florida Office of Insurance Regulation on June 3, 2016. Sirius Global Solutions Holding Company ("SGSHC") owns all of the issued and outstanding voting Common Units of FSA and all of the issued and outstanding non-voting Preferred Units of FSA. The Common Units and the Preferred Units are the only issued and outstanding membership interests in FSA;

WHEREAS, all of the issued and outstanding capital stock of OAKWOOD was acquired by SGSHC f/k/a White Mountains Solutions Holding Company from American General Life and Accident Insurance Company on November 30, 2012, and SGSHC currently owns all of the issued and outstanding capital stock of OAKWOOD;

WHEREAS, on March 7, 2017 the Board of Directors of OAKWOOD approved, adopted and recommended this Agreement (the "OAKWOOD Board Approval") providing for the merger of MBIC with and into OAKWOOD, with OAKWOOD continuing as the surviving stock insurer (the "Merger");

WHEREAS, on April 12, 2017, the Board of Directors of MBIC approved, adopted and recommended this Agreement (together with the OAKWOOD Board Approval, the "Constituent Board Approvals") providing for the Merger;

WHEREAS, on April 21, 2017, SGSHC, as sole shareholder of OAKWOOD, approved this Agreement providing for the Merger; and

WHEREAS, on April 21, 2017, MBH, as sole shareholder of MBIC, approved this Agreement providing for the Merger (together with the SGSHC shareholder approval, the "Shareholder Approvals"); and

WHEREAS, OAKWOOD and MBIC (collectively, the "Constituent Corporations") desire to provide for the terms and conditions of the Merger as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, provisions, covenants, and grants herein contained, the parties hereby agree as follows:

THE MERGER

ARTICLE 1

1.1 Effective Time. Subject to Section 4.2 of this Agreement, and further subject to and conditioned upon the receipt of each of the Merger Approvals (as defined below) and MBIC's completion of the cancellation, non-renewal or novation or other transfer of all of its inforce policies to Florida Specialty Insurance Company pursuant to the Consent Order dated February 22, 2017 from the Florida Office of Insurance Regulation, and as soon as practicable thereafter, the Surviving Company (as defined below) shall file executed Articles of Merger endorsed by the Insurance Commissioner of the State of Tennessee with the Tennessee Secretary of State consistent with the terms of this Agreement and the requirements of Tennessee law and shall file executed Articles of Merger with the Florida Secretary of State consistent with the terms of this Agreement and the requirements of Florida law. The Merger shall become effective upon the effective date and time of the Articles of Merger (the date and time that the Merger becomes effective is referred to as the "Effective Time").

1.2 The Merger. At the Effective Time, MBIC shall be merged with and into OAKWOOD and the separate existence and organization of MBIC shall cease and thereupon OAKWOOD and MBIC shall become a single company.

THE SURVIVING COMPANY

ARTICLE 2

2.1 Surviving Company. OAKWOOD shall be the surviving company in the Merger (the "Surviving Company") and shall continue to be governed under the laws of the State of Tennessee. The name of the Surviving Company is Oakwood Insurance Company.

2.2 Charter and Bylaws. The Charter of OAKWOOD as in effect immediately prior to the Effective Time and attached hereto as Exhibit A shall be and continue to be the Charter of the Surviving Company, until the same shall be amended and changed as provided by law. The Bylaws of OAKWOOD as in effect immediately prior to the Effective Time and attached hereto as Exhibit B shall be and continue to be the Bylaws of the Surviving Company, until the same shall be amended and changed as provided by law. Each of Exhibit A and Exhibit B attached hereto is incorporated by reference into this Agreement and made a part hereof.

2.3 Directors and Officers. The members of the Board of Directors and the officers of OAKWOOD immediately prior to the Effective Time shall be the members of the Board of Directors and officers, respectively, of the Surviving Company, and they shall continue to hold office until their respective successors have been elected and shall qualify pursuant to the Bylaws of the Surviving Company or until their respective resignation or removal.

EFFECTS OF THE MERGER

ARTICLE 3

3.1 Cancellation of MBIC Capital Stock; Continuation of OAKWOOD Capital Stock.

At the Effective Time, and without any action on the part of either of the Constituent Corporations, (a) each share of the capital stock of MBIC issued and outstanding immediately prior to the Effective Time shall be cancelled and shall cease to exist and no consideration shall be delivered in exchange therefor, and (b) all shares of the capital stock of OAKWOOD issued and outstanding immediately prior to the Effective Time and held by SGSHC shall be unchanged and thereupon shall remain outstanding as shares of capital stock of the Surviving Company.

3.2 Authorization to Conduct Insurance Business. Following the Merger, OAKWOOD, as the Surviving Company, shall continue to meet all the requirements for authorization to

engage in property and casualty insurance business in the State of Tennessee and all other jurisdictions in which OAKWOOD is licensed and shall have all of the rights, privileges, immunities and powers of, and shall be subject to all of the duties and liabilities granted to, and imposed upon, such insurance companies by the Tennessee Insurance Code.

3.3 Principal office of the Surviving Company. The location of the principal office of the Surviving Company in the State of Tennessee shall be 2908 Poston Avenue, Nashville, Tennessee 37203, or such other location as may be determined by the Surviving Company from time to time.

3.4 Service of Process in Florida. The Surviving Company consents to be sued and served with process in the State of Florida and irrevocably appoints the Secretary of State of the State of Florida as the Surviving Company's agent to accept service of process in any proceeding in the State of Florida to enforce against the Surviving Company any obligation of MBIC or to enforce the rights of a dissenting shareholder of MBIC.

3.5 Effect of the Merger. In addition to the effects of the Merger set forth in this Article 3, the Merger shall have all other effects specified in Section 48-21-108 of the Tennessee Business Corporation Act and Section 607.1106 of the Florida Business Corporation Act.

OTHER PROVISIONS

ARTICLE 4

4.1 Merger Approvals. This Agreement shall be submitted for approval by, and shall be subject to the approval of, the Tennessee Department of Commerce and Insurance in accordance with §56-10-104 and other applicable provisions of the Tennessee Insurance Code and the Florida Office of Insurance Regulation in accordance with §628.451 and other applicable provisions of the Florida Insurance Code (collectively, together with the Constituent Board Approvals and the Shareholder Approvals, the "Merger Approvals").

4.2 Abandonment. Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned at any time prior to the Effective Time by mutual consent of the Constituent Corporations pursuant to action taken by their respective Boards of Directors.

4.3 Expenses. The Surviving Company shall pay all the expenses of carrying this Agreement into effect and of consummating the Merger.

4.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one counterpart has been signed by each of the parties and delivered to the other party. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar uneditable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

4.5 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the Merger and the other transactions contemplated hereby. This Agreement may only be amended or modified (a) prior to the Effective Time, (b) by mutual consent of the Constituent Corporations pursuant to action taken by their respective Boards of Directors and, where required by law, approval by the Constituent Corporations' shareholders, (c) as evidenced by written amendment to this Agreement and signed by the parties hereto, and (d) subject to any applicable requirements under Tennessee or Florida law requiring the corresponding amendment of any filing with a state regulatory agency seeking a Merger Approval.

4.6 Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Tennessee.

4.7 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

4.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Neither party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

4.9 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

4.10 Severability. If any portion of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable, the unenforceable term or provision shall be stricken or interpreted in such manner as may be necessary to permit it to be enforceable, and the remaining portions of this Agreement shall be enforced in accordance with their respective terms.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Agreement to be executed as of the date first above written.

OAKWOOD INSURANCE COMPANY

By: W. Neal Wasserman
Name: W. Neal Wasserman
Title: President

MOUNT BEACON INSURANCE COMPANY

By: W. Neal Wasserman
Name: W. Neal Wasserman
Title: President

(Signature Page to Agreement and Plan of Merger)

EXHIBIT A

CHARTER OF OAKWOOD/THE SURVIVING COMPANY

(ATTACHED)

**CERTIFICATE OF AMENDMENT
TO THE CHARTER
OF
OAKWOOD INSURANCE COMPANY**

Under

Section 48-20-106 of the Tennessee Business Corporation Law of the State of Tennessee

1. The Charter (the "Charter") of the Corporation was filed in the Office of the Commissioner of Commerce and Insurance of the State of Tennessee on September 23, 1974.

2. The Amendment to the Charter of the Corporation effected by this Certificate of Amendment is as follows:

Article 6 is stricken in its entirety and the following language will be added:

"6. The maximum number of shares which the corporation shall have the authority to issue is One Million (1,000,000) shares with Eighteen Dollar (\$18.00) par value. All such shares are to be of one class and shall be designated as Common Stock."

4. The manner in which the foregoing amendment to the Charter of the Corporation was authorized was by written consent of the sole shareholder of the Corporation effective as of October 3, 2013, pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by the sole shareholder of the Corporation.

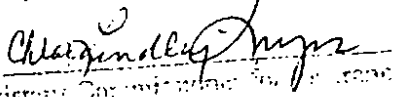
OAKWOOD INSURANCE COMPANY

BY: 

W. Neal Wasserman
President and Chief Executive Officer

RECEIVED
THIS 15 day of November 2013

The Department of
Commerce and Insurance
STATE OF TENNESSEE

By 
Assistant Commissioner for Insurance

7253.2528, 12/19/2013, 15:55:58, Received by Tennessee Secretary of State Tre Hargett

CERTIFICATE OF AMENDMENT
TO THE CHARTER
OF
AMERICAN GENERAL PROPERTY INSURANCE COMPANY

Under

Section 48-20-106 of the Business Corporation Law of the State of Tennessee

1. The Charter (the "Charter") of the Corporation was filed in the Office of the Commissioner of Commerce and Insurance of the State of Tennessee on September 23, 1974.

2. The Amendment to the Charter of the Corporation effected by this Certificate of Amendment is as follows:

Paragraph 3 of the Charter of the Corporation, is amended by striking it in its entirety and by inserting in lieu thereof the following:

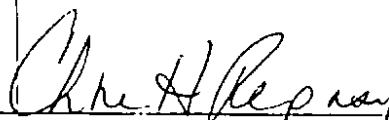
"3. The home address of the Corporation shall be located and maintained in Nashville, Davidson County, Tennessee.

3. The manner in which the foregoing amendments to the Charter of the Corporation were authorized was by unanimous written consent of the directors of the Corporation effective as of February 14, 2013 pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by all the directors of the Corporation, and the written consent of the sole shareholder of the Corporation effective as of February 15, 2013, pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by the sole shareholder of the Corporation.

IN WITNESS WHEREOF, we have signed this Certificate of Amendment on the 20th day of February 2013, and we confirm the statements contained herein as true under penalty of perjury.



W. Neal Wasserman
President and Chief Executive Officer



Christine H. Repasy
Executive Vice President, General Counsel
and Secretary

APPROVED

This 4 day of April 20 12

Secretary of
Finance
and
Administration

By 
Assistant Secretary

CERTIFICATE OF AMENDMENT

TO THE CHARTER

OF

AMERICAN GENERAL PROPERTY INSURANCE COMPANY

Under

Section 48-20-106 of the Business Corporation Law of the State of Tennessee

1. The Charter (the "Charter") of the Corporation was filed in the Office of the Commissioner of Commerce and Insurance of the State of Tennessee on September 23, 1974.

2. The Amendment to the Charter of the Corporation effected by this Certificate of Amendment is as follows:

Paragraph 1 of the Charter of the Corporation, stating the name of the Corporation, is hereby amended, to change the company's name from

AMERICAN GENERAL PROPERTY INSURANCE
COMPANY

to:

OAKWOOD INSURANCE COMPANY

Paragraph 1 of the Charter is hereby amended, to read as follows: The name of the corporation is OAKWOOD INSURANCE COMPANY.

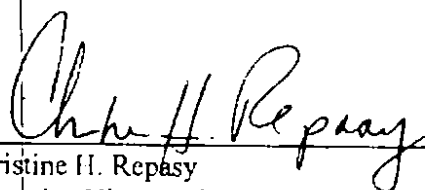
4. The manner in which the foregoing amendments to the Charter of the Corporation were authorized was by unanimous written consent of the directors of the Corporation effective as of January 17, 2013 pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by all the directors of the Corporation, and the written consent of the sole shareholder of the Corporation effective as of January 18, 2013, pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by the sole shareholder of the Corporation.

7297-2351, 02/26/2013, 15:17:15, Received by Tennessee Secretary of State

7197.2352, 02/20/2013, 15:17:16, Received by Tennessee Secretary of State File No. 13013011

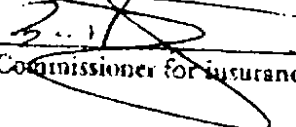
IN WITNESS WHEREOF, we have signed this Certificate of Amendment on the 18th day of January 2013, and we confirm the statements contained herein as true under penalty of perjury.


W. Neal Wasserman
President and Chief Executive Officer


Christine H. Repasy
Executive Vice President, General Counsel
and Secretary

APPROVED
This 7 day of Feb. 20 13

The Department of
Commerce and Insurance
STATE OF TENNESSEE

By 
Assistant Commissioner for Insurance

ARTICLES OF AMENDMENT TO THE CHARTER
OF
AMERICAN GENERAL PROPERTY INSURANCE COMPANY

Pursuant to the provision of Section 48-20-106 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Charter:

1. The name of this corporation is American General Property Insurance Company.
2. Article 6 is stricken in its entirety and the following language will be added:

"6. The maximum number of shares which the corporation shall have the authority to issue is One Million (1,000,000) shares with Ten Dollars (\$10.00) par value. All such shares are to be of one class and shall be designated as Common Stock."
3. The corporation is a for-profit corporation.
4. The manner, if not set forth in the amendment, for implementation of any exchange reclassification, or cancellation of issued shares is as follows:
Not Applicable.
5. The amendment was duly adopted by the sole shareholder on December 2, 2012.
6. This amendment is to be effective when these articles are filed by the Secretary of State.

AMERICAN GENERAL PROPERTY
INSURANCE COMPANY

A. P. P. R. O. V. I. D.
This 21 day of DEC. 2012

The Department of
Commerce and Insurance
STATE OF TENNESSEE

By [Signature]
Assistant Commissioner for Insurance

BY: [Signature]
W. Neal Wasserman
President and Chief Executive Officer

ARTICLES OF AMENDMENT TO THE CHARTER
OF
AMERICAN GENERAL PROPERTY INSURANCE COMPANY

Pursuant to the provisions of Section 48-20-106 of the Tennessee Business Corporation Act, the undersigned corporation adopts the following Articles of Amendment to its Charter:

- 1 The name of this corporation is American General Property Insurance Company
- 2 The text of the Amendment is:
Article 6 is amended by striking out in its entirety and by inserting in lieu thereof the following:
"6. The maximum number of shares which the corporation shall have the authority to issue is One Million (1,000,000) shares with One Hundred Dollars (\$100.00) par value. All such shares are to be of one class and shall be designated as Common Stock."
- 3 The corporation is a for-profit corporation
- 4 The manner, if not set forth in the amendment, for implementation of any exchange reclassification, or cancellation of issued shares is as follows:
Not applicable
- 5 The amendment was duly adopted by the sole shareholder on September 8, 1998
- 6 This amendment is to be effective when these articles are filed by the Secretary of State.

APPROVED

This 21st day of September 1998

The Commissioner of Insurance
STATE OF TENNESSEE

By C. Phil Lane
Deputy Commissioner of Insurance

AMERICAN GENERAL PROPERTY
INSURANCE COMPANY

BY:

Joe Kelley
Joe Kelley, President and Chief
Executive Officer

RECEIVED
ARTICLES OF AMENDMENT TO THE CHARTER

NOV 22 PM 1:43

of

THE NATIONAL PROPERTY OWNERS INSURANCE COMPANY
SECRETARY OF STATE

Changing its Name to

AMERICAN GENERAL PROPERTY INSURANCE COMPANY NOV 27 1989

Pursuant to the provisions of Section 48-20-106 of the
Tennessee Business Corporation Act, the undersigned corporation
adopts the following Articles of Amendment to its charter:

1. The name of this corporation (until the effective date of
this amendment) is The National Property Owners Insurance Company.

2. The text of the Amendment is:

Article 1 is amended by striking it in its
entirety and by inserting in lieu thereof the
following:

"1. The name of this corporation is AMERICAN
GENERAL PROPERTY INSURANCE COMPANY."

3. The corporation is for profit.

4. Existing stock certificates will remain outstanding until
reissued and will continue to represent shares of stock in this
corporation. The name may be changed on existing stock certifi-
cates.

5. The amendment was adopted on November 8, 1989 by
the shareholders.

6. This amendment is not to be effective when these articles
are filed by the Secretary of State, the date/time it will be
effective is January 1, 1990 at 9:00 a.m. Central Standard Time.

THE NATIONAL PROPERTY OWNERS
INSURANCE COMPANY

November 18, 1989
(Date of Signature)

President
(Signature Capacity)

Corporate
Seal

By: James R. Tuxill
(Signature)

JAMES R. TUXILL
Name (typed or printed)

RECEIVED
STATE OF TENNESSEE
COUNTY OF NOV 22 AM 1:43

GENTRY CROWELL
SECRETARY OF STATE

On this 13th day of November, 1989, before me a
Notary Public in and for said State and County, duly commissioned
and qualified, personally appeared James R. Tuerff,
with whom I am personally acquainted, and who, upon oath, acknow-
ledged himself to be the President of The National Property Owners
Insurance Company, a Tennessee corporation, and that he executed
the foregoing Articles of Amendment to the Charter of The National
Property Owners Insurance Company for the purposes therein contained
by signing the name of said corporation by himself as President.

WITNESS My hand, at office, this 13th day of November,
1989.

James R. Tuerff
Notary Public in and for
said State and County
My Commission Expires: May 2, 1992

APPROVED
This 22nd day of November 1989

L. Bruce A. McQuinn
The Commissioner of Insurance
STATE OF TENNESSEE

By [Signature]
Deputy Commissioner of Insurance

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2323

BOOK 4675 PAGE 109

ARTICLES OF MERGER OF THE NATIONAL PROPERTY OWNERS INSURANCE COMPANY, A NEW YORK CORPORATION, INTO N.P.O. INSURANCE COMPANY, A TENNESSEE CORPORATION.

Pursuant to the provisions of Section 48-906 of the Tennessee General Corporation Act, the undersigned domestic and foreign corporation adopt the following articles of merger for the purpose of merging into a single corporation:

1. The names of the undersigned corporations and the states under the laws of which each is organized are:

<u>Name of Corporation</u>	<u>State</u>
The National Property Owners Insurance Company (formerly Service Casualty Company of New York)	New York
N.P.O. Insurance Company	Tennessee

2. The laws of the state under which such foreign corporation is organized permit such merger.

3. The surviving corporation is N.P.O. Insurance Company, with its name to be changed concurrently with the effective date of this merger to The National Property Owners Insurance Company, and it is to be governed by the laws of the State of Tennessee.

4. The attached plan of merger was duly approved by the unanimous written consent of the shareholder of the undersigned domestic corporation in the manner prescribed by the Tennessee General Corporation Act on December 9, 1974, and was duly approved by the undersigned foreign corporation on December 9, 1974, in the manner prescribed by the laws of the state under which it is organized.

774 DEC 11 AM 11 02

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2324

50044875 PAGE 110

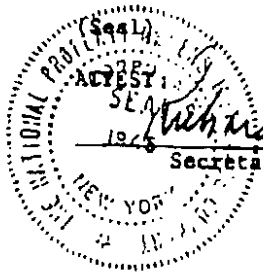
5. The merger is not to be effective when these articles are filed by the Secretary of State and the date it will be effective is January 1, 1975.

Dated December 9, 19 74.

THE NATIONAL PROPERTY OWNERS
INSURANCE COMPANY

By: [Signature]

President

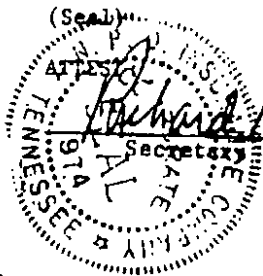


[Signature]
Secretary

N. F. O. INSURANCE COMPANY

By: [Signature]

President



[Signature]
Secretary

20 11 PM 11 02

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2325

BOOK 4875 PAGE 111

PLAN AND AGREEMENT OF MERGER

between

THE NATIONAL PROPERTY OWNERS INSURANCE COMPANY

and

N.P.O. INSURANCE COMPANY

THIS PLAN AND AGREEMENT OF MERGER dated this 23rd day of October 1974, between THE NATIONAL PROPERTY OWNERS INSURANCE COMPANY (originally formed under the name of Service Casualty Company of New York), a New York Corporation (sometimes hereinafter referred to as "National-New York"), and N.P.O. INSURANCE COMPANY, a Tennessee Corporation (sometimes hereinafter referred to as "N.P.O.-Tenn");

W I T N E S S E T H:

WHEREAS, National-New York is a stock insurance corporation organized and existing under and by virtue of the laws of the State of New York, having an authorized capital of \$1,000,000 divided into 10,000 shares of the par value of \$100.00 each, of which 10,000 shares are issued and outstanding and are fully paid and nonassessable shares; and

WHEREAS, N.P.O.-Tenn is a stock insurance corporation organized and existing under and by virtue of the laws of the State of Tennessee, having an authorized capital of \$2,000,000 represented by 20,000 common shares of the par value of \$100.00 each, of which 9,500 shares are issued and outstanding and are fully paid and nonassessable shares; and

...U.C. 11 AN 11 02

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2326

3334875 PAGE 112

WHEREAS, National-New York is now and N.P.O.-Tenn shall be at time of merger licensed to do a multiple line insurance business in both the States of New York and Tennessee; and

WHEREAS, National-New York and N.P.O.-Tenn have full power and authority to enter into this Plan and Agreement and merge (subject to the consent of lawful authorities) under the New York Insurance Law (and other applicable New York laws) and the Tennessee Insurance Law (and other applicable Tennessee laws); and

WHEREAS, NLT Corporation is a business corporation organized and existing under and by virtue of the laws of the State of Delaware and is the owner of all of the issued and outstanding capital stock of National-New York and of N.P.O.-Tenn; and

WHEREAS, it is deemed to be in the best interests of National-New York, N.P.O.-Tenn and NLT Corporation to effect the merger of National-New York with and into N.P.O.-Tenn upon the terms and conditions set forth in this Plan and Agreement:

NOW, THEREFORE, it is mutually agreed that, pursuant to the applicable provisions of the New York laws and of the Tennessee laws, The National Property Owners Insurance Company, a New York Corporation, shall by virtue hereof be merged with and into N.P.O. Insurance Company, a Tennessee corporation, which shall be the surviving company, and that the terms and conditions of such merger, the mode of carrying the same into effect, the manner and basis of converting the shares of stock of The National Property Owners Insurance Company into shares of stock of N.P.O. Insurance Company and the other provisions of such merger, shall be as follows:

DEC 11 11 02 AM '74

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2327

BOOK 4875 PAGE 113

SECTION ONE

Upon such merger becoming effective and concurrently therewith, the name of the surviving corporation shall be changed from "N.P.O. Insurance Company" to "The National Property Owners Insurance Company." (the surviving corporation sometimes hereinafter referred to as the "Surviving Company").

SECTION TWO

The Charter of N.P.O.-Tenn shall be the charter of the Surviving Company as hereafter amended.

SECTION THREE

The By-Laws of N.P.O.-Tenn shall be the By-Laws of the Surviving Company except that upon such merger becoming effective and concurrently therewith, all mention of and reference to the name "N.P.O. Insurance Company" shall be deleted and in lieu thereof the name "The National Property Owners Insurance Company" shall be substituted therefor.

SECTION FOUR

The objects and purposes of the Surviving Company shall be the conduct of a business of insurance as more particularly set forth in the Charter of the Surviving Company.

SECTION FIVE

The Surviving Company's principal place of business in Tennessee shall be located in the City of Nashville.

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2328

SECTION SIX

BOOK 4875 PAGE 114

Upon such merger becoming effective and concurrently therewith, the Board of Directors of the Surviving Company shall consist of the persons who immediately prior thereto comprised the Board of Directors of National-New York, and such persons shall be Directors of the Surviving Company until the next Annual Meeting of the Shareholders as provided in the By-Laws of the Surviving Company and until their respective successors shall have been elected and shall have qualified.

Upon such merger becoming effective and concurrently therewith, the members of the Executive Committee and of the Investment Committee of the Surviving Company shall consist of the persons who immediately prior thereto comprised the Executive Committee and the Investment Committee of National-New York, and such persons shall continue to be members of such Committees of the Surviving Company until their respective successors shall have been selected and qualified as provided in the By-Laws of the Surviving Company.

Upon such merger becoming effective and concurrently therewith, the Officers of the Surviving Company shall consist of the persons who immediately prior thereto were the officers of National-New York and such persons shall hold the same offices in the Surviving Company as they then held in National-New York until the first meeting of the Board of Directors of the Company following the next Annual Meeting of the Shareholders and until their respective successors shall have been selected and shall have qualified.

If at the time such merger becomes effective or thereafter any vacancies shall exist in the Board of Directors of the Surviving Company or in any of the offices of the Surviving Company for any reason, such vacancies may thereafter be filled in the manner

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2329

BOOK 4875 PAGE 115

provided in the By-Laws of the Surviving Company, as at the time in effect.

SECTION SEVEN

Upon such merger becoming effective and concurrently therewith:

(a) The Surviving Company shall issue to NLT Corporation 10,000 fully paid and nonassessable common shares of capital stock of the Surviving Company of a par value of \$100.00 per share, and shall forthwith deliver a certificate or certificates representing such shares to NLT Corporation.

(b) The entire 10,000 outstanding common shares of National-New York of the par value of \$100.00 per share shall be cancelled, and the holders of such shares thereafter have no rights with respect to such shares.

(c) The entire 9,500 outstanding common shares of N.P.O.-Tenn of the par value of \$100.00 per share shall be cancelled, and the holders of such shares thereafter have no rights with respect to such shares.

SECTION EIGHT

Upon such merger becoming effective and concurrently therewith, the amended Charter of the Surviving Company shall be as follows:

CHARTER

OF

THE NATIONAL PROPERTY OWNERS INSURANCE COMPANY

The undersigned natural persons, having capacity to contract and acting as the incorporators of a corporation under the Tennessee General Corporation Act, adopt the following Charter for such corporation:

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2330

BOOK 4875 PAGE 116

1. The name of the corporation is The National Property Owners Insurance Company.
2. The duration of the corporation is perpetual.
3. The address of the principal office of the corporation in the State of Tennessee shall be National Life Center, Nashville, Davidson County.
4. The corporation is for profit.
5. The purposes for which the corporation is organized are:
 - a. To engage in, and do all things necessary to engage in, the business of disability insurance. By way of description and not as limitation, disability insurance is an insurance against bodily injury, disablement or death by accident or accidental means or the expense thereof, against disablement or expense resulting from sickness, and every insurance appertaining thereto.
 - b. To engage in, and do all things necessary to engage in the business of property insurance. By way of description and not as limitation, "property insurance" is insurance against loss of or damage to real or personal property of every kind and interest therein, from any or all hazard or cause, and against loss consequential upon such loss or damage, and shall be deemed to include:
 - (1) Insurance against loss or damage to property and loss of use and occupancy by fire, lightning, storm, flood, frost, freezing snow, hail, ice, weather or climatic conditions, including excess or deficiency of moisture, rain or rising of the waters of the ocean or its tributaries, drought, insects, vermin or forces of nature, smoke, smudge, riot, riot attending strike, strikes, sabotage, civil commotion, vandalism or malicious mischief or caused by wrongful conversion, disposal or concealment of a motor vehicle or

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2331

8364875 PAGE 117

aircraft, whether or not handled under a conditional sales contract or subject to chattel mortgage, civil war, rebellion, insurrection, invasion, bombardment, military or usurped power, or by any order of civil authorities meant to prevent the spread of conflagration or epidemic or catastrophe, explosion with no fire ensuing, except explosion by steam boilers or flywheels, but there may be insured hereunder explosion of pressure vessels (not including steam boilers of more than fifteen pounds pressure) in buildings designed and used solely for residential purposes by not more than four (4) families, explosion of any kind originating outside of the insured building, or outside the building containing the property insured, and explosion of pressure vessels which do not contain steam or which are not operated with steam coils or steam jackets.

(2) Insurance against loss or damage by insects or disease to farm crops or products, and loss of rental value of land used in producing such crops or products.

(3) Insurance against accidental injury to sprinklers, pumps, water pipes, elevator tanks and cylinders, steam pipes and radiators, plumbing and its fixtures, ventilating, refrigerating, heating, lighting or cooking apparatus, or their connections, or conduits or containers of any gas, fluid, or other substance, and against loss or damage to property of the insured caused by the breakage or leakage thereof, or by water, hail, rain, sleet or snow seeping or entering through water pipes, leaks or openings in buildings.

(4) Insurance against loss or damage caused by railroad equipment, motor vehicles, airplanes, seaplanes, dirigibles or other aircraft.

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2332

BOOK 4875 PAGE 118

(5) Insurance against loss of or damage to: vessels, craft, aircrafts, cars, automobiles and vehicles of every kind, as well as all goods, freights, cargoes, merchandise, effects, disbursements, profits, moneys, bullion, precious stones, securities, choses in action, evidence of debt, valuable papers, bottomry and respondentia 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, trans-shipment incident thereto, including marine builder's risks and all personal property floater risks, and persons or property in connection with or appertaining to a marine, inland marine, transit or transportation insurance, including liability for loss of or damage to either, arising out of or in connection with the constructions, repair, operation, maintenance or use of the subject matter of such insurance (but not including life insurance or surety bonds), and 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 bridges, tunnels and other instrumentalities of transportation and communication (excluding buildings, their furniture and furnishings, fixed contents and supplies held in storage), unless fire, tornado, sprinkler leakage, hail, explosion, earthquake, riot and/or civil commotion are the only hazards to be covered; piers, wharves, docks and ships, excluding the risks

OF

BOOK 4854 PAGE 943

(1) Insurance against loss or damage to property and loss of use and occupancy by fire, lightning, storm, flood, frost,

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freezing snow, hail, ice, weather or climatic conditions, including excess or deficiency of moisture, rain or rising of the waters of the ocean or its tributaries, drought, insects, vermin or forces of nature, smoke, smudge, riot, riot attending strike, strikes, sabotage, civil commotion, vandalism or malicious mischief or caused by wrongful conversion, disposal or concealment of a motor vehicle or aircraft, whether or not handled under a conditional sales contract or subject to chattel mortgage, civil war, rebellion, insurrection, invasion, bombardment, military or usurped power, or by any order of civil authorities meant to prevent the spread of conflagration or epidemic or catastrophe, explosion with no fire ensuing, except explosion by steam boilers or flywheels, but there may be insured hereunder explosion of pressure vessels (not including steam boilers of more than fifteen pounds pressure) in buildings designed and used solely for residential purposes by not more than four (4) families, explosion of any kind originating outside of the insured building, or outside the building containing the property insured, and explosion of pressure vessels which do not contain steam or which are not operated with steam coils or steam jackets.

(2) Insurance against loss or damage by insects or disease to farm crops or products, and loss of rental value of land used in producing such crops or products.

(3) Insurance against accidental injury to sprinklers, pumps, water pipes, elevator tanks and cylinders, steam pipes and radiators, plumbing and its fixtures, ventilating, refrigerating, heating, lighting or cooking apparatus, or their connections, or conduits or containers of any gas, fluid, or other substance, and against loss or damage to property of the insured caused by the breakage or leakage thereof, or by water, hail, rain, sleet or snow seeping or entering through water pipes, leaks or openings in buildings.

(4) Insurance against loss or damage caused by railroad equipment, motor vehicles, airplanes, seaplanes, dirigibles or other aircraft.

BOOK 4854 PAGE 945

(5) Insurance against loss of or damage to: vessels, craft, aircrafts, cars, automobiles and vehicles of every kind, as well as all goods, freights, cargoes, merchandise, effects, disbursements, profits, moneys, bullion, precious stones, securities, choses in action, evidence of debt, valuable papers, bottomry and respondentia 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, trans-shipment incident thereto, including marine builder's risks and all personal property floater risks, and persons or property in connection with or appertaining to a marine, inland marine, transit or transportation insurance, including liability for loss of or damage to either, arising out of or in connection with the constructions, repair, operation, maintenance or use of the subject matter of such insurance (but not including life insurance or surety bonds), and 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 bridges, tunnels and other instrumentalities of transportation and communication (excluding buildings, their furniture and furnishings, fixed contents and supplies held in storage), unless fire, tornado, sprinkler leakage, hail, explosion, earthquake, riot and/or civil commotion are the only hazards to be covered; piers, wharves, docks and ships, excluding the risks of fire, tornado, sprinkler leakage, hail, explosion, earthquake, riot and/or civil commotion; other aids to navigation and transportation, including dry docks and marine railways, against all risks.

(6) 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

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BOOK 4854 PAGE 946

insured for personal injury, illness or death or for loss of or damage to the property of another person.

c. To engage in, and do all things necessary to engage in the business of vehicle insurance. By way of description and not as limitation, vehicle insurance shall be deemed to include:

(1) Insurance against loss of or damage to any land vehicle or aircraft or any draft or riding animal or to property while contained therein or thereon or being loaded or unloaded therein or therefrom, and against any loss, expense or liability for loss or damage to persons or property resulting from or incident to ownership, maintenance, or use of any such vehicle or aircraft or animal.

(2) Insurance against accidental death or accidental injury to individuals including the named insured, while in, entering, alighting from, adjusting, repairing, cranking, or caused by being struck by a vehicle, aircraft, or draft or riding animal, if such insurance is issued as part of insurance on the vehicle, aircraft, or draft, or riding animal shall be deemed to be vehicle insurance.

d. To engage in, and do all things necessary to engage in the business of casualty insurance. By way of description and not as limitation, casualty insurance shall be deemed to include:

(1) Insurance against legal liability for the death, injury, or disability of any human being, or for damage to property; and insurance of medical, hospital, surgical and funeral benefits to persons injured, irrespective of legal liability of the insured, when issued as an incidental coverage with or supplemental to liability insurance.

(2) Insurance of the obligations accepted by, imposed upon, or assumed by employers under law for death, disablement, or injury of employees.

(3) Insurance against loss or damage by burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief,

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274 SEP 25 PM 2 26

BOOK 4854 PAGE 047

confiscation or wrongful conversion, disposal or concealment, or from any attempt of any of the foregoing; also 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.

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

(5) Insurance against loss of or damage to glass and its appurtenances resulting from any cause.

(6) Insurance against any liability and loss or damage to property resulting from accidents to or explosion of boilers, pipes, pressure containers, machinery, or apparatus, and to make inspection of and issue certificates of inspection upon boilers, machinery and apparatus of any kind, whether or not insured.

(7) Insurance against loss of or damage to any property caused by the breakage or leakage of sprinklers, water pipes and other apparatus, or by water entering through leaks or openings in buildings, other than flood waters.

(8) Insurance against loss or damage resulting from failure of debtors to pay their obligations to the insured.

(9) Insurance against loss or damage to any property of the insured, resulting from the ownership, maintenance or use of elevators, except loss or damage by fire, and to make inspection of and issue certificates of inspection upon, elevators.

(10) Insurance against loss of or damage to any domesticated or wild animal resulting from any cause.

(11) Insurance against loss of or damage to any property of the insured resulting from collision of any other object with such property, but not including collision to or by elevators, or to or by vessels, craft, piers or other instrumentalities of ocean or inland navigation.

(12) Insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability, and including any obligation of the insured to pay medical,

92
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hospital, surgical and funeral benefits to injured persons, 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 interest of any person as the result of negligence in rendering expert, fiduciary or professional service.

(13) Insurance against any other kind of loss, damage, or liability properly the subject of insurance, and not within any other kind or kinds of insurance as described herein, if such insurance is not disapproved by the commissioner as being contrary to law or public policy.

(e) To engage in, and do all things necessary to engage in the business of surety insurance. By way of description and not as limitation, surety insurance shall be deemed to include:

(1) Fidelity insurance, which is insurance, guaranteeing the fidelity of persons holding positions of public or private trust.

(2) Guaranteeing the performance of contracts, and guaranteeing and executing bonds, undertakings, and contracts of suretyship.

(3) Indemnifying banks, bankers, brokers, financial, or moneyed corporations or associations or other persons against loss, resulting from any cause, of bills of exchange, notes, bonds, securities, evidences of debts, deeds, mortgages, warehouse receipts, or other valuable papers, documents, money, precious metals and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, including any loss while the same are being transported in armored motor vehicles, or by messenger, but not including any other risks of transportation or navigation; also against loss or damage to such an insured's premises, or to his furnishings, fixtures, equipment, safes and vaults therein, caused by burglary, robbery, theft, vandalism or malicious mischief, or any attempt thereof.

f. To engage in and do all things necessary to engage in the business of reinsurance of any kind of insurance included in the foregoing purposes.

BOOK 4654 PAGE 049

g. Policies of insurance may be issued insuring any of the risks described herein on either a participating or non-participating basis.

h. Nothing contained in this charter shall be construed as granting the corporation the right to transact the business of life insurance.

6. The maximum number of shares which the corporation shall have the authority to issue is twenty thousand (20,000) shares, with One Hundred Dollars (\$100.00) par value. All such shares are to be of one class and shall be designated as Common Stock.

7. No preemptive rights, as described in Section 713, Title 48, Tennessee Code Annotated, shall attach to any shares of capital stock of the corporation, and no stockholder of the corporation shall have any of the rights described therein.

8. The corporation will not commence business until consideration of One Thousand Dollars (\$1,000.00) has been received for the issuance of shares.

Dated September 23, 1974

R. L. Wagner
R. L. Wagner

David R. Cole
David R. Cole

Richard B. Hart
Richard B. Hart

APPROVED

This 23rd of Sept, 1974

RICHARD P. KETTERLEY

The Commissioner of Insurance

STATE OF TENNESSEE
By [Signature]
DIRECTOR OF INSURANCE

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2333

BOOK 4875 PAGE 119

of fire, tornado, sprinkler leakage, hail, explosion, earthquake, riot and/or civil commotion; other aids to navigation and transportation, including dry docks and marine railways, against all risks.

(6) 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.

c. To engage in, and do all things necessary to engage in the business of vehicle insurance. By way of description and not as limitation, vehicle insurance shall be deemed to include:

(1) Insurance against loss of or damage to any land vehicle or aircraft or any draft or riding animal or to property while contained therein or thereon or being loaded or unloaded therein or therefrom, and against any loss, expense or liability for loss or damage to persons or property resulting from or incident to ownership, maintenance, or use of any such vehicle or aircraft or animal.

(2) Insurance against accidental death or accidental injury to individuals including the named insured, while in, entering, alighting from, adjusting, repairing, cranking, or caused by being struck by a vehicle, aircraft, or draft or riding animal, if such insurance is issued as part of insurance on the vehicle,

aircraft, or draft, or riding animal shall be deemed to be vehicle insurance.

d. To engage in, and do all things necessary to engage in the business of casualty insurance. By way of description and not as limitation, casualty insurance shall be deemed to include:

(1) Insurance against legal liability for the death, injury, or disability of any human being, or for damage to property; and insurance of medical, hospital, surgical and funeral benefits to persons injured, irrespective of legal liability of the insured, when issued as an incidental coverage with or supplemental to liability insurance.

(2) Insurance of the obligations accepted by, imposed upon, or assumed by employers under law for death, disablement, or injury of employees.

(3) Insurance against loss or damage by burglary, theft, larceny, robbery, forgery, fraud, vandalism, malicious mischief, confiscation or wrongful conversion, disposal or concealment, or from any attempt of any of the foregoing; also 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.

(4) Insurance of individuals, by an all-risk type of policy commonly known as the "personal property floater" against any and all kinds of loss of or damage to, or loss of use of, any personal

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2335

BOOK 4875 PAGE 121

property other than merchandise.

(5) Insurance against loss of or damage to glass and its appurtenances resulting from any cause.

(6) Insurance against any liability and loss or damage to property resulting from accidents to or explosion of boilers, pipes, pressure containers, machinery or apparatus, and to make inspection of and issue certificates of inspection upon boilers, machinery and apparatus of any kind, whether or not insured.

(7) Insurance against loss of or damage to any property caused by the breakage or leakage of sprinklers, water pipes and other apparatus, or by water entering through leaks or openings in buildings, other than flood waters.

(8) Insurance against loss or damage resulting from failure of debtors to pay their obligations to the insured.

(9) Insurance against loss or damage to any property of the insured, resulting from the ownership, maintenance or use of elevators, except loss or damage by fire, and to make inspection of and issue certificates of inspection upon, elevators.

(10) Insurance against loss of or damage to any domesticated or wild animal resulting from any cause.

(11) Insurance against loss of or damage to any property of the insured resulting from collision of any other object with such property, but not including collision to or by elevators, or to or by vessels, craft, piers or other instrumentalities of ocean or inland navigation.

(12) Insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability, and including any obligation of the insured to pay medical,

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2336

BOOK 4875 PAGE 122

hospital, surgical and funeral benefits to injured persons, 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 interest of any person as the result of negligence in rendering expert, fiduciary or professional service.

(13) Insurance against any other kind of loss, damage, or liability properly the subject of insurance, and not within any other kind or kinds of insurance as described herein, if such insurance is not disapproved by the commissioner as being contrary to law or public policy.

(e) To engage in, and do all things necessary to engage in the business of surety insurance. By way of description and not as limitation, surety insurance shall be deemed to include:

(1) Fidelity insurance, which is insurance, guaranteeing the fidelity of persons holding positions of public or private trust.

(2) Guaranteeing the performance of contracts, and guaranteeing and executing bonds, undertakings, and contracts of suretyship.

(3) Indemnifying banks, bankers, brokers, financial, or moneyed corporations or associations or other persons against loss, resulting from any cause, of bills of exchange, notes, bonds, securities, evidences of debts, deeds, mortgages, warehouse receipts, or other valuable papers, documents, money, precious metals and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, including any loss while the same are being transported in armored motor vehicles.

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DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2337

BOOK 4875 PAGE 123

or by messenger, but not including any other risks of transportation or navigation; also against loss or damage to such an insured's premises, or to his furnishings, fixtures, equipment, safes and vaults therein, caused by burglary, robbery, theft, vandalism or malicious mischief, or any attempt thereat.

f. To engage in and do all things necessary to engage in the business of reinsurance of any kind of insurance included in the foregoing purposes.

g. Policies of insurance may be issued insuring any of the risks described herein on either a participating or non-participating basis.

h. Nothing contained in this charter shall be construed as granting the corporation the right to transact the business of life insurance.

6. The maximum number of shares which the corporation shall have the authority to issue is twenty thousand (20,000) shares, with One Hundred Dollars (\$100.00) par value. All such shares are to be of one class and shall be designated as Common Stock.

7. No preemptive rights, as described in Section 713, Title 48, Tennessee Code Annotated, shall attach to any shares of capital stock of the corporation, and no stockholder of the corporation shall have any of the rights described therein.

8. The corporation will not commence business until consideration of One Thousand Dollars (\$1,000.00) has been received for the issuance of shares.

SECTION NINE

Upon such merger becoming effective, the Surviving Company

DEC 11 AM 11 02

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2338

80214875 PAGE 124

shall thereupon and thereafter possess all the rights, privileges, licenses, immunities, powers and franchises of a public as well as a private nature, of both National-New York and N.P.O.-Tenn; and all property, real, personal and mixed, and all debts and collections due on whatever account and all other choses in action and all and every other interest of, or belonging to or due to, either National-New York or N.P.O.-Tenn shall be deemed to be transferred to and vested in the Surviving Company without further act or deed; and the title to any real estate or any interest therein, vested in either National-New York or N.P.O.-Tenn shall not revert or be in any way impaired by reason of such merger; and the Surviving Company shall thenceforth be responsible and liable for all the liabilities and obligations of both National-New York and N.P.O.-Tenn in the same manner and to the same extent as if the Surviving Company had itself incurred the same or contracted therefor; and any claim existing or action or proceeding pending by or against either National-New York or N.P.O.-Tenn may be prosecuted to judgment as if such merger had not taken place, or the Surviving Company may be substituted in its place.

Neither the rights of creditors nor any liens upon the property of either National-New York or N.P.O.-Tenn shall be impaired by such merger.

National-New York and N.P.O.-Tenn and each of them agree to make, do and execute, or cause to be made, done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, and to do all other things necessary or proper for the better and more effectual vesting and confirming of the rights, privileges, immunities, franchises,

DEC 11 AM 11 03

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2339

BOOK 4875 PAGE 125

powers and property hereunder vested or so intended to be vested in the Surviving Company. If, at any time after the merger becomes effective, the Surviving Company shall consider or be advised that any instruments of further assurance are desirable in order to evidence the vesting in the Company of title to any property and rights theretofore belonging to either National-New York or N.P.O.-Tenn, the appropriate officers and directors of the Surviving Company are hereby authorized to execute and acknowledge all such instruments of further assurance, and to do such other acts or things, either in the name of National-New York or N.P.O.-Tenn or in the name of the Surviving Company, as may be requisite or desirable to that end or to carry out the purposes of this Plan and Agreement as hereinbefore expressed.

Upon such merger becoming effective:

(a) The respective assets of National-New York and N.P.O.-Tenn shall be taken up or continued on the books of the Surviving Company in the amounts at which such assets are carried on their respective books immediately prior to such merger.

(b) The respective liabilities and reserves of National-New York and N.P.O.-Tenn, exclusive of capital stock and surplus, shall be taken up or continued on the books of the Surviving Company in amounts at which such liabilities and reserves shall be carried on their respective books immediately prior to such merger.

(c) The sum of surplus appearing on the books of National-New York and the surplus appearing on the books of

DEC 11 AM 11 02

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2340

BOOK 4875 PAGE 126

N.P.O.-Tenn shall be entered on the books of the Surviving Company as surplus of the same character.

(d) The \$1,000,000 of capital paid up and \$4,000,000 paid in and contributed surplus appearing on the books of National-New York shall be entered on the books of the Surviving Company as \$1,000,000 of capital paid up and as \$4,000,000 of gross paid in and contributed surplus.

(e) The capital paid up appearing on the books of N.P.O.-Tenn shall be entered on the books of the Surviving Company as gross paid in and contributed surplus.

SECTION TEN

The mode of carrying the merger into effect and the manner of the adoption of this Plan and Agreement is as follows:

1. The Board of Directors of each of the corporations party to this Agreement shall adopt this Plan and Agreement of Merger by the consent of not less than a majority of such number of the Directors of each of the merging corporations as may be required by law and upon adoption by each of such Boards of a resolution recommending the approval and the adoption hereof by the Shareholders of National-New York and N.P.O.-Tenn, respectively, the same shall be submitted to the Shareholders of the merging corporations in the manner required by law.

2. Unless waived in writing by all Shareholders pursuant

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2341

BOOK 4875 PAGE 127

to law authorizing such form of waiver, due notice of the time, place and purpose of the meeting of the Shareholders of such corporation shall be given in accordance with the laws of the respective domiciliary states and the consummation of the merger shall be conditioned upon the approval of the Plan and Agreement by the Shareholders of each merging corporation as required by law of the respective domiciliary states and subject to the provisions of Paragraph 3 of this Section Ten.

3. If this Plan and Agreement shall be approved by the holders of 2/3 in number of the issued and outstanding shares of each of the corporations party to this Plan and Agreement, then the fact of such approval shall be certified by the Secretary or Assistant Secretary of each merging corporation under the seal thereof, and this Plan and Agreement so adopted and so certified shall be executed on behalf of each of the merging corporations and the Corporate Seals of each shall be affixed hereto and the execution hereof shall be acknowledged before Notaries Public. This Plan and Agreement shall become effective as of 12:01 A.M., January 1, 1975, provided it (and such additional documents or instruments which may be required) has been approved by and filed with the necessary authorities of the State of New York and the State of Tennessee. As between the parties

DEC 11 AM 11 03

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2342

BOOK 4875 PAGE 128

hereto, whether or not the conditions set forth in the preceding sentence are completed before, on or after 12:01 A. M. on the 1st day of January, 1975, such date is hereby adopted as the effective date of this merger for all purposes of corporate accounting of National-New York and N.P.O.-Tenn concerning the merger.

SECTION ELEVEN

The board of directors or executive committees of the respective companies or the President of N.P.O.-Tenn and the President of National-New York are authorized to modify, alter or change the proposed Plan and Agreement to comply with any requirements or proposals made by the United States Internal Revenue Service or public authorities or legal requirements.

SECTION TWELVE

This Plan and Agreement may be terminated and the merger abandoned at any time prior to the merger becoming effective by the mutual consent of the board of directors or the executive committees of the companies or the President of N.P.O.-Tenn or the President of National-New York if, in their opinion, (1) an Internal Revenue Ruling, or any tax opinion of counsel indicates that the merger will not constitute a "reorganization" as defined by Section 368(a) of the Internal Revenue Code of 1954, or would otherwise result in substantially adverse tax

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MERGER BOOK VOLUME 2, PAGE 2343

results to either company or its members, or (ii) the requirements of state authorities adversely affect the merger or there is a material adverse change in the financial conditions of the parties, or (iii) there is any pending or threatened litigation or claims which materially or adversely affect the plan of merger or any of the parties hereto, or (iv) any other matters which make it undesirable to complete the merger.

All costs, expenses and fees, including recording and publication costs, relating to the merger shall be born by N.P.O.-Tenn. No director, officer or member of National-New York or of N.P.O.-Tenn, or of any parent or subsidiary corporation of said companies shall receive any fee, commission, other compensation or valuable consideration, directly or indirectly, for in any manner aiding, promoting or assisting in such merger.

This Plan and Agreement may be executed in several counterparts, each of which shall be deemed an original instrument.

-19-

DECEMBER 11, 1974

MERGER BOOK VOLUME 2, PAGE 2344

BOOK 4875 PAGE 130

affixed hereto, all as of the day and year first written above.



Secretary

THE NATIONAL PROPERTY OWNERS
INSURANCE COMPANY

By: [Signature]

President



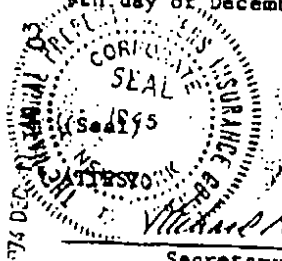
Secretary

N. P. O. INSURANCE COMPANY

By: [Signature]

President

Pursuant to New York and Tennessee Insurance Laws, this Plan and Agreement of Merger, as approved by the stockholders of The National Property Owners Insurance Company and N. P. O. Insurance Company, on the 9th day of December, 1974, is herewith executed and attested this 9th day of December, 1974.

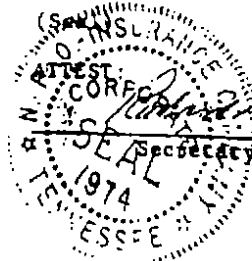


Secretary

THE NATIONAL PROPERTY OWNERS
INSURANCE COMPANY

By: [Signature]

President



Secretary

N. P. O. INSURANCE COMPANY

By: [Signature]

President

EXHIBIT B

BYLAWS OF OAKWOOD/THE SURVIVING COMPANY

(ATTACHED)

AMENDMENT NUMBER TWO
TO THE
RESTATED BY-LAWS
DATED APRIL 27, 2005
OF
AMERICAN GENERAL PROPERTY INSURANCE COMPANY.

1. The Restated By-Laws of the Corporation were filed with the Commissioner of Commerce and Insurance of the State of Tennessee on June 1, 2005.
2. The Amendment to the By-Laws effected by this Amendment Number Two is as follows:

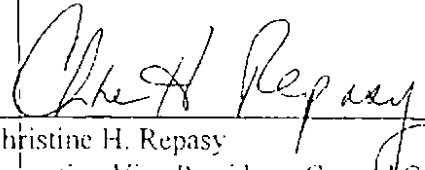
Article 1, Section 2 of the Restated By-Laws is hereby amended to read as follows:

SECTION 2. HOME OFFICE: The home office shall be located and maintained in Nashville, Davidson County, Tennessee.

3. The manner in which the foregoing amendments to the By-Laws of the Corporation were authorized was by unanimous written consent of the directors of the Corporation effective as of February 14, 2013 pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by all the directors of the Corporation, and the written consent of the sole shareholder of the Corporation effective as of January 15, 2013, pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by the sole shareholder of the Corporation.

IN WITNESS WHEREOF, we have signed this Amendment Number Two on the 20th day of February, 2013 and we confirm the statements contained herein as true under penalty of perjury.


W. Neal Wasserman
President and Chief Executive Officer


Christine H. Repasy
Executive Vice President, General Counsel
and Secretary

AMENDMENT NUMBER ONE
TO THE
RESTATED BY-LAWS
DATED APRIL 27, 2005
OF
AMERICAN GENERAL PROPERTY INSURANCE COMPANY.

1. The Restated By-Laws of the Corporation were filed with the Commissioner of Commerce and Insurance of the State of Tennessee on June 1, 2005.
2. The Amendment to the By-Laws effected by this Amendment Number One is as follows:

The third line of the title of the Restated By-Laws, stating the name of the Corporation, is hereby amended to read as follows:

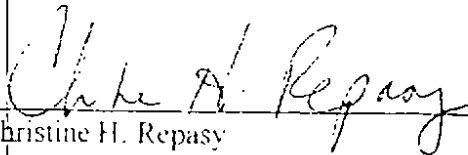
OAKWOOD INSURANCE COMPANY

3. The manner in which the foregoing amendments to the By-Laws of the Corporation were authorized was by unanimous written consent of the directors of the Corporation effective as of January 17, 2013 pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by all the directors of the Corporation, and the written consent of the sole shareholder of the Corporation effective as of January 18, 2013, pursuant to Section 48-20-106 of the Business Corporation Law of the State of Tennessee, which consent was duly signed by the sole shareholder of the Corporation.

IN WITNESS WHEREOF, we have signed this Amendment Number One on the 18th day of January, 2013 and we confirm the statements contained herein as true under penalty of perjury.



W. Neal Wasserman
President and Chief Executive Officer



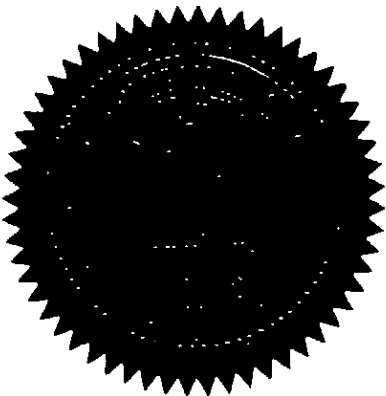
Christine H. Repasy
Executive Vice President, General Counsel
and Secretary

STATE OF TENNESSEE



NASHVILLE

I, PAULA A. FLOWERS, COMMISSIONER OF COMMERCE
AND INSURANCE OF THE STATE OF TENNESSEE, DO HEREBY CERTIFY
THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF
AMENDED AND RESTATED BYLAWS dated received by the department
JUNE 1, 2005 WHICH IS ON FILE WITH THIS DEPARTMENT.



In Witness Whereof, I have hereunto
subscribed my hand and affixed my official
Seal at Nashville, Tennessee this
1st day of June, 2005.

PAULA A. FLOWERS

The Commissioner of Commerce and Insurance

By:

A handwritten signature in black ink, appearing to read "Larry C. Knight, Jr.".

Larry C. Knight, Jr.
Assistant Commissioner for Insurance

Official Seal

IN-0224

BY-LAWS
OF
AMERICAN GENERAL PROPERTY INSURANCE COMPANY
(Restated as of April 27, 2005)

ARTICLE I
COMPANY

SECTION 1. NAME. The name of the company shall be AMERICAN GENERAL PROPERTY INSURANCE COMPANY.

SECTION 2. HOME OFFICE. The home office shall be located and maintained at American General Center, Nashville, Davidson County, Tennessee.

SECTION 3. OTHER OFFICES. The company may have other offices, either within or without Tennessee, at such place or places as the Board of Directors (hereinafter referred to as "Board") may from time to time appoint or the business of the company requires.

ARTICLE II
MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS. Annual meetings of the stockholders for the purpose of electing directors and for such other business as may be stated in the notice of the meeting or as otherwise appropriate, shall be held at such place, either within or without Tennessee, and at such time and date before July 1 of each year, as the President, Chairman, or Secretary shall determine and as set forth in the notice of meeting.

At each annual meeting, the stockholders entitled to vote shall elect a Board and they may transact such other company business as is stated in the notice of meeting or as otherwise appropriate.

SECTION 2. SPECIAL MEETINGS. Special meetings of stockholders for any purpose may be called by the President, Chairman, or Secretary and may be held at such time and place, within or without the company's domiciliary state, as shall be stated in the notice of meeting.

SECTION 3. STOCKHOLDER VOTES. Each stockholder entitled to vote shall be entitled to one vote for each share of stock entitled to vote held by such stockholder. No proxy shall be voted after 1 (one) year from its date unless such proxy provides for a longer period. All elections for directors shall be decided by plurality vote; all other questions shall be decided by majority vote except as otherwise provided by the Articles of Incorporation or applicable law.

A complete list of the stockholders shall be open for inspection by any stockholder during ordinary business hours at a location determined by the Secretary.

SECTION 4. QUORUM. Except as otherwise required by law, the presence, in person or by proxy, of stockholders holding a majority of the company stock entitled to vote shall constitute a quorum at all meetings of the stockholders. In case a quorum shall not be present at any meeting, a majority in interest of the stockholders entitled to vote, present in person or by proxy, shall have power to adjourn the meeting without notice other than announcement at the meeting, until the required amount of stock entitled to vote is present.

SECTION 5. NOTICE OF MEETINGS. Written notice, stating the place, date and time of the meeting, and the general nature of the business to be considered, shall be given to each stockholder entitled to vote at such meeting at his address as it appears on the records of the company, not less than ten (10) nor more than sixty (60) days before the date of the meeting.

ARTICLE III

DIRECTORS

SECTION 1. MANAGEMENT. The company business and affairs shall be managed by the Board. Subject to restrictions imposed by law, the Articles of Incorporation, or these By-Laws, the Board may exercise all of the powers of the company.

SECTION 2. NUMBER AND TERM. The Board shall consist of five (5) or more directors. The directors shall be elected at the annual meeting of stockholders and each director shall be elected to serve until his successor shall be elected and shall qualify. Directors need not be stockholders.

SECTION 3. RESIGNATIONS. Any director, member of a committee or other officer may resign at any time. Such resignation may be made in writing, and shall take effect at the time specified therein, and if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation or the tendering of a written resignation shall not be necessary to make it effective.

SECTION 4. VACANCIES. Except in the case of a vacancy created by Section 5. Removal, if the office of any director, member of a committee or other office becomes

vacant, the remaining directors in office, even if less than a quorum, by a majority vote, may appoint any qualified person to fill such vacancy, who shall hold the office for the unexpired term and until his successor shall be duly chosen.

SECTION 5. REMOVAL. Except as hereinafter provided, any director or directors may be removed, with or without cause, at any time by the affirmative vote of the holders of a majority of all the shares of stock outstanding and entitled to vote or at a special meeting of the stockholders called for that purpose. The vacancies thus created may be filled, at the meeting held for the purpose of removal, by the affirmative vote of the stockholders entitled to vote.

SECTION 6. COMMITTEES.

- (a) Executive Committee. The Board may by resolution passed by a majority of the full Board designate the executive committee consisting of two (2) or more directors. The executive committee shall have all the powers of the Board in the interim between meetings of the Board including the power to declare dividends, except where action of the Board is required by law.
- (b) Other Committees. In addition to the executive committee, the Board by resolution adopted by a majority of the Board may designate such other committees as it deems appropriate. Each committee shall have and exercise only that authority of the Board delegated to it by the resolution creating such committee, except as prohibited by law.
- (c) Committee Meetings. The committees shall meet at such times as may be fixed by the committee, or on the call of the President, Chairman, or Secretary.
- (d) Committee Quorum and Voting. A majority of the members shall constitute a quorum for transaction of business. The act of the majority of members of the

committee present at a meeting at which a quorum is present shall be the act of the committee.

(e) Committee Member Absence. In the absence of any committee member at any meeting called in accordance with these By-laws, the members present at any meeting whether or not they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of the absent member.

SECTION 7. ANNUAL AND REGULAR MEETINGS. Each annual or regular meeting of the directors may be held with or without notice at such places and times as shall be determined by the President, Chairman or Secretary.

SECTION 8. SPECIAL MEETINGS. Special meetings of the Board may be called by the President, Chairman, or Secretary or on request of a majority of the directors. Special meetings shall be held at such place or places as may be determined by the President, Chairman, or Secretary, or as stated in the notice of the meeting.

SECTION 9. QUORUM. A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which was adjourned.

SECTION 10. COMPENSATION. Directors shall not receive any stated salary for their services as directors or as members of committees, but a fixed fee and expenses of attendance may be allowed for attendance at each meeting. Nothing contained herein shall be construed to preclude any director from serving the company in any other capacity as an officer, employee or otherwise, and receiving compensation therefore.

SECTION 11. INDEMNIFICATION OF OFFICERS AND DIRECTORS, AND
INSURANCE.

Except as otherwise required by applicable law:

- (a) The company shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or on behalf of the company) by reason of the fact that he is or was director, officer, or employee or agent of the company, or is or was serving at the request of the company as director, officer, employee or agent of another company or enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding; provided that he (1) acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company; and, (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, by itself, create a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.
- (b) The company shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or on behalf of the company to procure a judgement in the

company's favor, by reason of the fact that he is or was a director, officer, employee or agent of the company, or is or was serving at the request of the company as a director, officer, employee or agent of another company or enterprise, against expenses (including attorney's fees), judgments and amounts paid in settlement actually and reasonably incurred by him in connection with the defense or settlement of such action, suit or proceeding; provided that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the company unless and only to the extent that the court in which such action, suit or proceeding was brought or any other court of competent jurisdiction shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.

- (c) To the extent that a director, officer, or employee or agent of the company has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b) above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.
- (d) Any indemnification under paragraphs (a) and (b) above (unless ordered by a court or made pursuant to a determination by a court as hereinafter provided) shall be made by the company upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances and he has met the applicable

standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made (1) by the Board by a majority of a quorum consisting of directors who were not parties to such action, suit or proceeding (disinterested), or (2) by a committee of disinterested directors designated by majority vote of disinterested directors, even though less than a quorum, or (3) by independent legal counsel in a written opinion, and such legal counsel was selected by a majority vote of a quorum of the disinterested directors, or (4) by the stockholders. In the absence of a determination that indemnification is proper, the director, officer or employee may apply to the court conducting the proceeding or another court of competent jurisdiction which shall determine whether the director, officer, employee or agent has met the applicable standard of conduct set forth in paragraphs (a) and (b). If the court shall so determine, indemnification shall be made under paragraph (a) or (b) as the case may be.

- (e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the company in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the manner provided in paragraph (d) upon receipt of a written instrument acceptable to the Board by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the company as authorized in this section.
- (f) The indemnification provided by these By-Laws shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, or otherwise, both as to action in his official capacity and as to action in

another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit or the heirs, executors and administrators of such a person.

- (g) The company shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the company, or is or was serving at the request of the company as a director, officer, employee or agent of another company, or enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the company would have the power to indemnify him against such liability under the provisions of these By-Laws.

ARTICLE IV

OFFICERS

SECTION 1. ELECTION. The company officers shall be a President, a Treasurer, and a Secretary, all of whom shall be elected by the Board and who shall hold office until their successors are elected and qualified. In addition, the Board may elect a Chairman, one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers as they may deem proper. The President shall be a director, however, none of the other officers need be directors, unless required by law. The officers shall be elected at each annual meeting. More than two offices may be held by the same person except that the President shall not also hold the office of Secretary. Each officer shall hold office for the term for which he is elected and until his successor shall have been duly elected and qualified, or until death, resignation, or removal, as provided herein.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board may elect such other officers and agents as it deems advisable, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

SECTION 3. REMOVAL. Any officer elected by the Board may be removed, with or without cause, by the Board whenever in its judgment the best interests of the company will be served.

SECTION 4. VACANCIES. A vacancy in the office of any officer may be filled for the unexpired portion of the term by the Board.

SECTION 5. CHAIRMAN. The Chairman of the Board, if one is elected, shall preside at all meetings of the Board and shall have and perform such other duties as from time to time may be assigned to him by the Board. In his absence, the Chairman may appoint the Secretary or another director to preside at any meeting of the company.

SECTION 6. PRESIDENT. The President shall be the chief executive officer of the company and shall have the general powers and duties of supervision and management usually vested in the office of president of a company and other duties as may be prescribed by the Board from time to time. He shall preside at all meetings of the stockholders if present at such meeting.

SECTION 7. VICE PRESIDENT. Each Vice President shall have such powers and shall perform such duties as shall be assigned to him by the Board or the President.

SECTION 8. TREASURER. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the company. He shall, in general, perform the

duties incident to the office of the treasurer and such other duties as from time to time may be assigned to him by the President or Board. If required by the Board, he shall give the company a bond for the faithful discharge of his duties in such amount and with such surety as the Board shall prescribe.

SECTION 9. SECRETARY. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or these By-Laws, and in case of his absence or refusal or neglect to do so, any such notice may be given by any person directed by the President, or by the Board, or stockholders. He shall record all the proceedings of the meetings of the company, the committees, and of the Board in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the Board or the President. He shall have custody of the company records and seal and shall affix the seal to all instruments requiring it, when authorized by the Board or the President, and attest the same. He shall, in general, perform the duties incident to the office of the secretary.

SECTION 10. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. Assistant Treasurers and Assistant Secretaries, if any, shall be elected and have such powers and perform duties as assigned to them by the Treasurer or Secretary or Board or President.

ARTICLE V

MISCELLANEOUS

SECTION 1. CERTIFICATES OF STOCK. Certificates of stock, signed by the Chairman, if elected, President or Vice President, and, the Treasurer or Secretary shall be

issued to each stockholder certifying the number of shares owned by him in the company.

The signatures may be facsimiles.

SECTION 2. LOST CERTIFICATES. A new stock certificate may be issued in place of any certificate issued by the company, alleged to have been lost or destroyed, and the Board may, in its discretion, require the owner of the lost or destroyed certificate, or his legal representatives, to give the company a bond, in such amount as it may direct, not exceeding double the value of the stock, to indemnify the company against any claim that may be made against it on account of the alleged loss of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES. The shares of stock shall be transferable only upon its books by the holders in person or by their legal representatives, and upon such transfer the old certificates shall be delivered to the person in charge of the stock and transfer books and ledgers, or to such other person as the Board may designate, by whom they shall be cancelled, and new certificates issued. A record shall be made of each transfer and whenever a transfer is made for collateral security, and not absolutely, it shall be expressed as such in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE. In order for the company to determine the stockholders entitled to notice of or to vote at any meeting or any adjournment thereof, or to consent to corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights regarding any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such

meeting, nor more than sixty (60) days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS. Subject to the provisions of the Articles of Incorporation and applicable law, the Board may, out of funds legally available therefore, declare dividends upon the capital stock of the company as and when they deem expedient.

SECTION 6. SEAL. The corporate seal shall be circular in form and shall contain the words "CORPORATE SEAL".

SECTION 7. FISCAL YEAR. The fiscal year of the company shall be determined by resolution of the Board.

SECTION 8. CHECKS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the company shall be signed by such officer, or corporate agent and in such manner as shall be determined from time to time by resolution of the Board.

SECTION 9. POLICIES. All policies of insurance shall be signed by the Chairman, President, or Vice President, and, by the Secretary or Assistant Secretary whose signatures may be facsimiles.

SECTION 10. NOTICE. Whenever any notice is required by these By-Laws, the Articles of Incorporation, or applicable law to be given, any notice so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the

company records or may be provided by electronic transmission if consented to by the recipient. Any such notice shall be deemed to have been given on the day of such mailing or electronic transmission. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by law.

SECTION 11. WAIVER. Whenever any notice is required to be given under any law, or the Articles of Incorporation or these By-Laws, a waiver in writing, signed by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to giving such notice. Attendance by any person at any meeting where notice has not been given shall be deemed waiver of such notice.

SECTION 12. ACTION WITHOUT MEETING.

- (a) Shareholder. Any action permitted or required to be taken at any meeting of shareholders under these By-Laws may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of the majority of outstanding stock entitled to vote. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.
- (b) Board or Committee. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all Board or committee members, as the case may be, and such written consent is filed with the minutes of proceedings. Such consent shall have the same force and effect as a vote at a meeting.

SECTION 13. TELEPHONE COMMUNICATION AND VIDEO CONFERENCE. Any or all of the stockholders, directors, or committee members may participate in a meeting by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting.

ARTICLE VI

AMENDMENTS

Subject to applicable laws and the Articles of Incorporation, these By-Laws may be altered or repealed and new By-Laws may be adopted: (a) at any meeting of the stockholders by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote, or (b) by the affirmative vote of a majority of the Board present at the meeting, or (c) as otherwise required or allowed by law.



FILED

JUL 20 2017

OFFICE OF
INSURANCE REGULATION
Docketed by: WJS

OFFICE OF INSURANCE REGULATION

DAVID ALTMAIER
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 210890-17-CO

Application for Approval of a Plan of Merger of
MOUNT BEACON INSURANCE COMPANY
with and into OAKWOOD INSURANCE COMPANY

CONSENT ORDER

This cause came on for consideration upon the filing of an application by SIRIUS GLOBAL SOLUTIONS HOLDING COMPANY (hereinafter referred to as "APPLICANT") with the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE") for approval of the merger of MOUNT BEACON INSURANCE COMPANY (hereinafter referred to as "MOUNT BEACON") with and into OAKWOOD INSURANCE COMPANY (hereinafter referred to as "OAKWOOD"), pursuant to Section 628.451, Florida Statutes (hereinafter referred to as the "Application"). The OFFICE, having considered said Application and being otherwise advised in its premises, finds as follows:

1. The OFFICE has jurisdiction over the subject matter and of the parties herein.
2. APPLICANT has applied for and, subject to the continuing satisfaction of the terms and conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE of the proposed merger of MOUNT BEACON with and into OAKWOOD.
3. APPLICANT is a Connecticut insurance holding company whose stock is one hundred percent (100%) owned through various wholly-owned intermediaries by CM International

Holding Pte. Ltd., a Singapore-domiciled company that is ultimately owned eighty-one and eight tenths percent (81.8%) by China Minsheng Investment Group Corp., with no other ten percent (10%) or greater shareholders. MOUNT BEACON is a stock property and casualty insurer domiciled in the state of Florida whose stock is one hundred percent (100%) owned by Mount Beacon Holdings, LLC, a Delaware limited liability company whose membership interests are one hundred percent (100%) owned by Florida Specialty Acquisition LLC, a Florida limited liability company whose membership interests are one hundred percent (100%) owned by APPLICANT. OAKWOOD is a stock property and casualty insurer domiciled in the state of Tennessee and whose stock is one hundred percent (100%) owned by the APPLICANT. Said representations are material to the issuance of this Consent Order.

4. Pursuant to the draft Agreement and Plan of Merger, MOUNT BEACON shall be merged with and into OAKWOOD, with OAKWOOD being the surviving entity (hereinafter referred to as the "Merger"). The issued and outstanding shares of OAKWOOD (hereinafter may also be referred to as "Surviving Corporation") shall not be affected by the Merger and shall continue to be outstanding at and after the Effective Time. "Effective Time" is defined as the effective date and time the executed Articles of Merger and the Certificate of Merger are filed with the Florida Secretary of State. At the Effective Time, all of the outstanding shares of MOUNT BEACON shall be cancelled. The Articles of Incorporation of OAKWOOD in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time until thereafter amended. The Bylaws of OAKWOOD in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation from and after the Effective Time until altered, amended or repealed. The directors and officers of OAKWOOD immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their respective successors are elected and qualified, as provided

by the Bylaws of the Surviving Corporation. The Application represents that Articles of Merger for MOUNT BEACON will not be filed until all requisite regulatory approvals have been obtained and MOUNT BEACON has completed the cancellation, non-renewal, novation, or other transfer of all inforce policies to Florida Specialty Insurance Company, pursuant to Consent Order Number 203722-17-CO, entered by the OFFICE on February 22, 2017. Said representation is material to the issuance of this Consent Order.

5. OAKWOOD shall comply with the post-Merger representations and supporting documents as submitted with the Application, including, but not limited to, that it will not begin writing new business in Florida. Prior written approval must be secured from the OFFICE before any material deviation from said representations and supporting documents.

6. APPLICANT represents that there are no present plans or proposals to make any substantive changes to OAKWOOD, including liquidating it, selling any of its assets (except for transactions such as investment portfolio transactions, in the ordinary course of business), merging or consolidating it with any other person or persons, or making any other major change in the management and business operations of OAKWOOD. Said representation is material to the issuance of this Consent Order.

7. APPLICANT represents that the information and documentation provided to the OFFICE accurately and completely describes the terms and conditions of the agreements and the transactions contemplated in the Application. APPLICANT further affirms that all representations are true and all representations and requirements set forth herein are material to the issuance of this Consent Order.

8. OAKWOOD shall continue to file with the OFFICE, via the National Association of Insurance Commissioners' electronic filing system, full and true statements of its financial condition, transactions, and affairs as required by Section 624.424, Florida Statutes, in a complete

and timely manner. Further, notwithstanding the provisions of Section 625.340, Florida Statutes, OAKWOOD shall be subject to the requirements of Parts I and II of Chapter 625, Florida Statutes. Non-qualifying assets or investments in excess of limitations shall be non-admitted by the OFFICE and the surplus as to policyholders adjusted accordingly.

9. OAKWOOD shall continue to maintain an anti-fraud plan that complies with Section 626.9891, Florida Statutes and Chapter 69D-2, Florida Administrative Code.

10. Any managing general agent(s) as defined by Section 626.015, Florida Statutes, utilized by OAKWOOD in Florida shall be properly licensed and appointed as a managing general agent in Florida.

11. Any managing general agent and related contracts entered into by OAKWOOD shall meet the requirements of Sections 626.015(14) and 626.7451, Florida Statutes.

12. OAKWOOD shall continue to maintain memberships in the associations or funds, as required by the following statutes, and comply with the conditions contained in such entities' Plans of Operation. Further, OAKWOOD agrees to pay any and all assessments levied by such entities and applicable laws. OAKWOOD acknowledges full responsibility for determining the associations or funds it is required to join, pursuant to Sections 215.555, 627.311(4), 627.351(1), 627.351(4), 627.351(6), 627.3515, 627.6488, 631.55, 631.715, and 631.911, Florida Statutes. OAKWOOD further acknowledges its statutory obligations pursuant to the aforementioned statutes and will continually monitor the various associations or funds that it is required to join as determined by the lines of business on the Certificate of Authority of OAKWOOD. Further, OAKWOOD shall, based upon the lines of business on its Certificate of Authority, continually monitor and comply with statutory requirements regarding its membership in the associations and funds that are identified herein or which may be established in the future.

13. OAKWOOD shall maintain an information security program for the security and protection of confidential and proprietary information under its control that complies with all applicable laws and regulations regarding information security. OAKWOOD agrees that it shall continually monitor and enhance its information security program in order to mitigate data security breaches. OAKWOOD further agrees that it shall notify the OFFICE within five (5) business days of identifying a data breach.

14. APPLICANT or OAKWOOD shall submit or cause to be submitted to the OFFICE the following documents:

a. Within ten (10) days of completion of the Merger transaction, a copy of the fully-executed Articles of Merger and Certificate of Merger, as filed with the Florida Secretary of State's Office;

b. Within ten (10) days of completion of the Merger transaction, a copy of all documents evidencing completion of the Merger transaction, including but not limited to the executed Agreement and Plan of Merger;

c. Within ten (10) days of the filing of the Articles of Merger and Certificate of Merger with the Florida Secretary of State's Office, the original Certificate of Authority of MOUNT BEACON shall be surrendered to the OFFICE.

15. Any prior Order(s) or Consent Order(s) APPLICANT and/or OAKWOOD have entered into with the OFFICE shall remain in full force and effect for APPLICANT and/or OAKWOOD, except where provisions of such Order(s) or Consent Order(s) have expired, have been superseded by subsequent Order(s) or Consent Order(s), or are inconsistent with this Consent Order.

16. All parties to this Consent Order agree that this Consent Order shall be deemed void if all transactions contemplated in the draft Agreement Plan of Merger are not completed within sixty (60) days of execution of this Consent Order.

17. OAKWOOD shall report to the OFFICE, Property & Casualty Financial Oversight, any time that OAKWOOD is named as a party defendant in a class action lawsuit, within fifteen (15) days after the class is certified, and OAKWOOD shall include a copy of the complaint at the time it reports the class action lawsuit to the OFFICE.

18. APPLICANT or OAKWOOD shall report to the OFFICE within sixty (60) days from the date of the execution of this Consent Order a certification evidencing compliance with all of the requirements of this Consent Order. Any exceptions shall be so noted and contained in the certification. Exceptions noted in the certification shall also include a timeline defining when the outstanding requirements of the Consent Order will be complete. Said certification shall be submitted to the OFFICE via electronic mail and directed to the attention of the Assistant General Counsel representing the OFFICE in this matter and as named in this Consent Order.

19. Executive Order 13224 prohibits any transactions by U.S. persons involving the blocked assets and interests of terrorists and terrorist support organizations. APPLICANT and OAKWOOD shall maintain and adhere to procedures necessary to detect and prevent prohibited transactions with these individuals and entities, which have been identified at the Treasury Department's Office of Foreign Assets Control website, <http://www.treas.gov/ofac>.

20. The deadlines set forth in this Consent Order may be extended by written approval of the OFFICE. Approval of any deadline extension is subject to statutory or administrative regulation limitations.

21. APPLICANT and OAKWOOD affirm that all representations are true and that all representations, requirements, terms, and conditions set forth herein are material to the issuance of

this Consent Order. APPLICANT and OAKWOOD acknowledge that the information, documentation, representations, and explanations provided to the OFFICE in connection with APPLICANT's Application for approval of its Plan of Merger under Section 628.451, Florida Statutes, including all attachments and supplements thereto, are material to the issuance of this Consent Order. APPLICANT and OAKWOOD further affirm that the materials and explanations submitted in conjunction with its Application accurately and completely describe all transactions, agreements, and understandings regarding the Merger and the subsequent operation of OAKWOOD.

22. APPLICANT and OAKWOOD agree that failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the suspension, revocation, or taking of other administrative action as the OFFICE deems appropriate upon OAKWOOD's Certificate of Authority in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

23. APPLICANT, MOUNT BEACON, and OAKWOOD expressly waive a hearing in this matter, the making of findings of fact and conclusions of law by the OFFICE, and all further and other proceedings herein to which the parties may be entitled by law or rules of the OFFICE. APPLICANT, MOUNT BEACON, and OAKWOOD hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order, in any forum now available to them, including the right to any administrative proceeding, state or federal court action, or any appeal.

24. Each party to this action shall bear its own costs and fees.

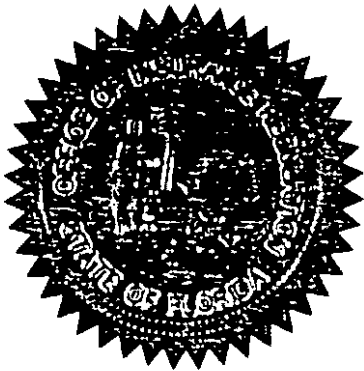
25. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signature of APPLICANT or its authorized representative, OAKWOOD or its authorized representative, and MOUNT BEACON or its authorized representative, notwithstanding the fact that the copy may

have been transmitted to the OFFICE electronically. Further, APPLICANT, MOUNT BEACON, and OAKWOOD agree that their signatures as affixed to this Consent Order shall be under the seal of a Notary Public.

WHEREFORE, the agreement by and among SIRIUS GLOBAL SOLUTIONS HOLDING COMPANY, MOUNT BEACON INSURANCE COMPANY, OAKWOOD INSURANCE COMPANY, and the OFFICE OF INSURANCE REGULATION, the terms and conditions of which are set forth above, is APPROVED, and the Application for approval of the Merger of MOUNT BEACON INSURANCE COMPANY with and into OAKWOOD INSURANCE COMPANY pursuant to Section 628.451, Florida Statutes, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 20 day of July, 2017.



David Altmaier
David Altmaier, Commissioner
Office of Insurance Regulation

By execution hereof, SIRIUS GLOBAL SOLUTIONS HOLDING COMPANY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind SIRIUS GLOBAL SOLUTIONS HOLDING COMPANY to the terms and conditions of this Consent Order.

SIRIUS GLOBAL SOLUTIONS HOLDING
COMPANY

BY:

W. Neal Wasserman

[Corporate Seal]

Print Name: W. Neal WASSERMAN

Title: PRESIDENT

Date: July 18, 2017

STATE OF Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 18th day of July, 2017.

by W. Neal WASSERMAN as PRESIDENT
(name of person) (type of authority; e.g., officer, trustee, attorney in fact)

for SIRIUS Global Solutions Holding Company
(company name)

Lori M. Powers
(Signature of the Notary)

[Notary Seal]

LORI M. POWERS
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires _____

Lori M. Powers
NOTARY PUBLIC
My Commission Expires:
June 30, 2021

By execution hereof, MOUNT BEACON INSURANCE COMPANY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind MOUNT BEACON INSURANCE COMPANY to the terms and conditions of this Consent Order.

MOUNT BEACON INSURANCE COMPANY

By: W. Neal Wasserman

[Corporate Seal]

Print Name: W. Neal Wasserman

Title: PRESIDENT

Date: July 18, 2017

STATE OF Connecticut

COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 18th day of July, 2017,

by W. Neal Wasserman as PRESIDENT
(name of person) (type of authority, e.g., officer, trustee, attorney in fact)

for MOUNT BEACON Insurance Company
(company name)

Lori M. Powers
(Signature of the Notary)

[Notary Seal]

Lori M. Powers
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

My Commission Expires _____

Lori M. Powers
NOTARY PUBLIC
My Commission Expires:
June 30, 2021

By execution hereof, OAKWOOD INSURANCE COMPANY consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he/she has the authority to bind OAKWOOD INSURANCE COMPANY to the terms and conditions of this Consent Order.

OAKWOOD INSURANCE COMPANY

By: W. Neal Wasserman

[Corporate Seal]

Print Name: W. Neal WASSERMAN

Title: PRESIDENT

Date: July 18, 2017

STATE OF Connecticut

COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 18th day of July, 2017.

by W. Neal WASSERMAN as PRESIDENT
(name of person) (type of authority; e.g., officer, trustee, attorney in fact)

for Oakwood Insurance Company
(company name)

Lori M. Powers
(Signature of the Notary)

[Notary Seal]

Lori M. Powers
(Print, Type, or Stamp Commissioned Name of Notary)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires _____

Lori M. Powers
NOTARY PUBLIC
My Commission Expires:
June 30, 2017

COPIES FURNISHED TO:

W. NEAL WASSERMAN, PRESIDENT & DIRECTOR
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Oakwood Insurance Company
Mount Beacon Insurance Company
628 Hebron Avenue, Suite 106
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E-Mail: neal.wasserman@siriusgroup.com

LORI POWERS, REPRESENTATIVE
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STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243-5065
615-741-6007

BILL HASLAM
GOVERNOR

JULIE MIX McPEAK
COMMISSIONER

June 22, 2017

Lori M. Powers, CPCU, ARc
Vice President & Compliance Officer
Sirius Global Solutions
628 Hebron Avenue, Suite 106
Glastonbury, Connecticut 06033

RE: Proposed Merger of Mount Beacon Insurance Company and Oakwood Insurance Company

Dear Ms. Powers:

The Tennessee Department of Commerce and Insurance ("Department") received the proposed merger filing of Oakwood Insurance Company ("OIC") and Mount Beacon Insurance Company ("MBIC") on April 28, 2017. Additionally, a letter dated May 25, 2017 was received by the Department requesting for the filing to be allowed under Tenn. Code Ann. §56-11-104. Please be advised that the Department has accepted the filing pursuant to Tenn. Code Ann. Title 56, Chapter 11. Specifically, Tenn. Code Ann. §56-11-104 provides for forgoing the formal review and hearing process since the aforementioned companies are already affiliated companies and are commonly controlled by Sirius Global Solutions Holding Company ("SGSHC").

Based upon the information filed as noted above, the companies appear to be appropriately merging under Tenn. Code Ann. Title 56, Chapter 11, as it appears that the companies have met the requirements for such treatment.

Should you have any questions, please contact Mark Jaquish, Insurance Analysis Director, at (615) 741-1670.

Sincerely,

Michael Humphreys
Assistant Commissioner for Insurance

cc: Mark Jaquish, Insurance Analysis Director
Joy Little, Insurance Examinations Director