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T. LEWIS

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Montpelier U.S. Insurance Company  
Name of Corporation

**DOCUMENT NUMBER:** F00000001842

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

June Stracener  
Name of Contact Person

Mitchell Williams Law Firm  
Firm/Company

5414 Pinnacle Point Drive, Suite 500  
Address

Rogers, AR 72758  
City/State and Zip Code

michael.lanza@selective.com  
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

June Stracener at ( 479 ) 464-5668  
Name of Contact Person Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐

\$35.00 Filing Fee

☐

\$43.75 Filing Fee &  
Certificate of Status

☐

\$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☒

\$52.50 Filing Fee,  
Certificate of Status &  
Certified Copy  
(Additional copy is  
enclosed)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

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



**BEFORE THE INSURANCE COMMISSIONER OF THE  
STATE OF OKLAHOMA**

In re: Form A - Acquisition of Control of                     )  
Montpelier U.S. Insurance Company, an                     ) Case No. 11-0989-TRN  
Oklahoma domestic insurer by                                 )  
Selective Insurance Group, Inc.                                 )

**FILED**  
DEC 19 2011  
INSURANCE COMMISSIONER  
OKLAHOMA

**ORDER**

On the 19th day of December, 2011, the above matter came for hearing and review by the Oklahoma Insurance Commissioner through his duly appointed Hearing Examiner.

The Applicant was represented by J. Angela Ables of the law firm of Kerr, Irvine, Rhodes and Ables, Oklahoma City, Oklahoma, and the Oklahoma Insurance Commissioner was represented by Kelley C. Callahan, Senior Attorney. Leamon Freeman was appointed by the Honorable John Doak, Oklahoma Insurance Commissioner, for the purpose of acting as Hearing Officer and making all determinations pertinent to the acquisition of control of Montpelier U. S. Insurance Company ("MUSIC"), an Oklahoma domestic property and casualty insurer. John W. McCarter, Chief Financial Analyst of the Commissioner's Office, appeared and testified on behalf of the Financial Division of the Oklahoma Insurance Department. Dale A. Thatcher, Executive Vice President and Chief Financial Officer of Selective Insurance Group, Inc., Applicant herein, appeared to testify as to the information contained in the Form A Statement which was the subject of the Hearing.

The Hearing Officer, having reviewed the Form A and all documentation relating thereto, received evidence, and being fully advised in the premises, finds as follows:

### **JURISDICTION**

1. That the Oklahoma Insurance Commissioner has jurisdiction of this matter pursuant to the provisions of the Oklahoma Insurance Code, 36 O.S. § 1651, the Oklahoma Administrative Code, O.A.C 365:25-7-20 et seq., and the Administrative Procedures Act, 75 O.S. § 250, et seq.

2. That the Hearing Examiner was properly appointed pursuant to the provisions of the Administrative Procedures Act, the Oklahoma Administrative Code and the Oklahoma Insurance Code, specifically 36 O.S. 2011 §§ 313 and 319, and the Oklahoma Insurance Holding Company Act, 36 O.S. 2011 § 1651, et seq., and rules and regulations of the Oklahoma Insurance Commissioner.

### **FINDINGS OF FACT**

1. That Selective Insurance Group, Inc. ("Applicant") filed a Form A Acquisition Statement with the Oklahoma Insurance Commissioner on or about October 3, 2011, for the purpose of receiving approval to be approved as "control" persons of MUSIC pursuant to a Stock Purchase Agreement entered into between Applicant and the sole shareholder of MUSIC, Montpelier Re U.S. Ltd. ("Montpelier Re U.S."), dated September 19, 2011 ("Stock Purchase Agreement").

2. That the address of the Applicant is as follows:

Selective Insurance Group, Inc.  
40 Wantage Avenue  
Branchville, New Jersey 07890

3. That the proposed acquisition of the Oklahoma domestic insurer will be effected pursuant to the Stock Purchase Agreement. and the Applicant will acquire 100% of the issued and outstanding shares of MUSIC from Montpelier Re U.S.

4. That post-acquisition, the Oklahoma insurer, MUSIC, will be redomesticated to the State of New Jersey and be used to expand into the excess and surplus lines contract binding authority market.

5. That the Oklahoma domestic insurer has a present home office address of 6263 N. Scottsdale Road, Suite 300, Scottsdale, Arizona 85261-4030.

6. That the Applicant filed sworn biographical affidavits for its officers and directors and had same verified by a third party verification service who reported directly to the Oklahoma Insurance Commissioner's Office of its findings.

7. That testimony at the Hearing was that the consideration for the sale and acquisition described in the Form A Statement was comprised of the following:

(a) \$38,406,000, which was MUSIC's net worth on a GAAP basis of as of June 30, 2011, and which amount is to be adjusted pursuant to the Stock Purchase Agreement within ninety (90) days following the closing date;

(b) \$9,750,000 in cash;

(c) \$3,588,000 for information technology and intellectual property associated with MUSIC's business; and

(d) \$3,500,000 for MUSIC's deferred tax asset.

8. That prior to this Form A Statement and hearing, the sole shareholder of MUSIC was Montpelier Re U.S.

9. That four (4) affiliate agreements were filed with the Form A Statement as part of the "future plans of the insurer" and will be re-filed with the financial division of the Commissioner's Office for review and approval separate from the acquisition hearing.

10. That it is the intention of the Applicant, upon approval of the acquisition of the domestic insurer, to redomesticate it to the State of New Jersey where other of its insurers are headquartered.

11. That testimony at the Form A Hearing and other information submitted by the Applicant indicated that none of the Applicant's officer and directors had ever been the subject of a criminal or regulatory proceeding.

12. That the audited financial statements of the Applicant reflected the following stockholders' equity for the past five (5) years:

<u>FINANCIAL STATEMENT</u> <u>ENDING DATE</u>	<u>STOCKHOLDERS'</u> <u>EQUITY</u>
December 31, 2010	\$1,071,109,000
December 31, 2009	\$1,002,375,000
December 31, 2008	\$ 890,493,000
December 31, 2007	\$1,076,043,000
December 31, 2006	\$1,077,227,000

13. An unaudited financial statement within ninety (90) days current of filing the Form A Statement reflected the Applicant's stockholders' equity of \$1,086,555 as of September 30, 2011.

### CONCLUSIONS OF LAW

1. That Applicant has complied with the provisions of the Oklahoma Insurance Holding Company Act, 36 O.S. 2011 § 1651, et seq., and the Oklahoma Insurance Code, 36 O.S. 2011 § 606.1. That the Hearing was held pursuant to the Administrative Procedures Act, 75 O.S. 2011 § 250, et seq., the Oklahoma Insurance Code, 36 O.S. 2011 § 101, et seq., and the promulgated Rules and Regulations of the Oklahoma Insurance Commissioner.

2. That the Oklahoma Insurance Commissioner has jurisdiction of this matter pursuant to 36 O.S. 2011 § 1651, et seq., and 36 O.S. 2011 § 606.1.

3. That the Applicant was given lawful Notice of Hearing on December 9, 2011, setting the date, time, place and location of the Hearing.

4. That Waivers of Notice of Hearing were filed by the Applicant herein. Waivers were also filed by MUSIC, the Oklahoma domestic insurer, and its parent holding company, Montpelier Re U.S Holdings Ltd.

5. That the Hearing was recorded electronically by members of the Oklahoma Insurance Commissioner's staff pursuant to the Administrative Procedures Act and a full stenographic record was requested by the Applicant, which the Hearing Examiner designated as the official record of the Hearing.

6. That both the Insurance Commissioner's office and the Applicant attended the Hearing, made arguments, presented testimony and stated that they had nothing further to submit to the Hearing Examiner.

7. That based upon a preponderance of the evidence submitted at the Hearing, the



Hearing Officer finds that no evidence was submitted that, after the proposed acquisition, the Oklahoma domestic insurer, MUSIC, would not be able to satisfy the requirements for the issuance of a license to write the line or lines of business for which it is presently licensed.

8. That no evidence was submitted that the transactions described in the Form A filing would substantially lessen competition or tend to create a monopoly in the State of Oklahoma.

9. That no evidence was submitted that the financial condition of the Applicant was such that it would jeopardize the financial stability of MUSIC or the interests of present or future policyholders of MUSIC.

10. That the terms of the acquisition of MUSIC are fair and reasonable based upon the information contained in the Form A Statement as filed with the Insurance Commissioner and testified to at the Hearing.

11. That the future plans the Applicant intends for the Oklahoma domestic insurer, MUSIC, appear to be fair and reasonable and in the public interest based upon the information contained in the Form A Statement as filed with the Insurance Department and as testified at the Hearing.

12. That no evidence was submitted that the competence, experience and integrity of the persons who will control the insurer post acquisition are such that the interests of the public, or future policyholders of the domestic insurer, MUSIC, will be affected adversely by the transactions described herein.

13. That MUSIC would qualify for licensure as a foreign insurer in Oklahoma immediately following the redomestication to the State of New Jersey and the redomestication would not be contrary to the interest of the policyholders of Oklahoma.

14. By the preponderance of evidence, there was no evidence presented that contradicted the foregoing conclusions of law.

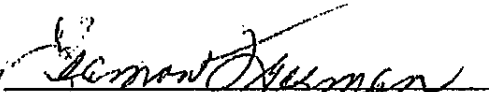
**ORDER**

**THEREFORE**, no criteria for disapproval specified in 36 O.S.2011 §1653(d) (1) having been found, nor any grounds for disapproval set forth in 36 O.S. 2011§ 606.1(B) having been found, **IT IS HEREBY ORDERED** that the Application of the Selective Insurance Group, Inc., to acquire Montpelier U. S. Insurance Company and to redomesticate it to the State of New Jersey, is hereby **APPROVED** effective as of the date of the Hearing, and that, upon the effective date of such redomestication, as approved by the New Jersey Department of Banking and Insurance, the certificate of authority issued to Montpelier U.S. Insurance Company as a domestic insurer will be cancelled and an amended certificate of authority as a foreign insurer will be issued to Montpelier U.S. Insurance Company.

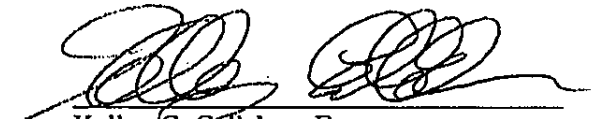
**WITNESS MY HAND** and official seal this 19th day of December, 2011.




**JOHN DOAK  
INSURANCE COMMISSIONER  
STATE OF OKLAHOMA**

By   
**Leamon Freeman, Esq.  
Hearing Officer**

**APPROVED AS TO FORM:**

  
Kelley C. Callahan, Esq.  
Senior Attorney  
Oklahoma Insurance Commissioner's Office

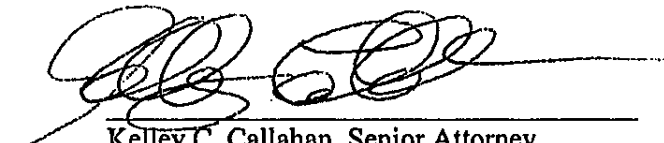
  
J. Angela Ables, Esq.  
Kerr, Irvine, Rhodes and Ables  
Attorney for Applicant

**CERTIFICATE OF MAILING**

19<sup>th</sup> I hereby certify that a true and correct copy of the foregoing Order was mailed on the  
19<sup>th</sup> day of December, 2011, postage pre-paid to the following:

J. Angela Ables  
Attorney for Applicant  
Kerr, Irvine, Rhodes and Ables, P.C.  
201 Robert S. Kerr, Suite 600  
Oklahoma City, Oklahoma 73102

I, John Doak, Insurance Commissioner of  
the State of Oklahoma, hereby certify that the  
foregoing is a true, correct and complete copy of  
the instrument herewith set out as it appears of  
record in the Oklahoma Insurance Department,  
this 17<sup>th</sup> day of January, 20 12

  
Kelley C. Callahan, Senior Attorney  
Oklahoma Insurance Commissioner's Office

John Doak  
Insurance Commissioner

By 

# **State of New Jersey**



## **DEPARTMENT OF BANKING AND INSURANCE**

I, **THOMAS B. CONSIDINE**, Commissioner of Banking and Insurance of the State of New Jersey do hereby certify that the annexed is a true and exact copy of the

**\*\*\*ORDER NO.: A11-113  
IN THE MATTER OF  
THE TRANSFER OF DOMICILE  
of  
MONTPELIER U.S. INSURANCE COMPANY  
dated  
DECEMBER 21, 2011\*\*\***

as taken from and compared with the original Order now remaining on file in this Department.

**In Testimony Whereof**, I have hereunto set my hand

and affixed my official Seal, at Trenton

this Tenth day of January 2012

A handwritten signature in black ink, reading "Tom Considerine".

Commissioner of Banking and Insurance

ORDER NO.: A11-113

STATE OF NEW JERSEY  
DEPARTMENT OF BANKING AND INSURANCE

IN THE MATTER OF THE TRANSFER OF DOMICILE       )  
OF MONTPELIER U.S. INSURANCE COMPANY       )       ORDER

This matter having been opened by the Commissioner of the New Jersey Department of Banking and Insurance ("Commissioner") pursuant to the authority of N.J.S.A. 17:1-15 and 17:17-20a, and all powers expressed or implied therein, and upon the application of Montpelier U.S. Insurance Company ("MUSIC" or the "insurer"), for approval to transfer its domicile to the State of New Jersey from the State of Oklahoma; and to become a New Jersey domestic surplus lines insurer pursuant to N.J.S.A. 17:22-6.69b; and

IT APPEARING that the insurer is a foreign eligible stock insurer domiciled in the State of Oklahoma; and

IT FURTHER APPEARING that pursuant to N.J.S.A. 17:17-20a an insurer formed under the laws of another state and admitted to transact business in this State may become a domestic insurer upon the written approval of the Commissioner, upon the Commissioner's determination that that the insurer has complied with all applicable requirements of Title 17 of the Revised Statutes relating to the formation of a domestic insurer of the same type; and

IT FURTHER APPEARING that, pursuant to N.J.S.A. 17:17-20d, prior to granting approval for any foreign insurer to become a domestic insurer, the

Commissioner may conduct whatever investigations, examinations or hearings he deems necessary, and may subject the issuance of his approval to the conditions and restrictions that he determines are reasonable and necessary for the protection of the company's policyholders or the public; and

IT FURTHER APPEARING that a domestic insurer possessing policyholder surplus of at least \$15 million, may, pursuant to a resolution by its board of directors, and upon written approval of the Commissioner, be designated a domestic surplus lines insurer; and

IT FURTHER APPEARING that as referenced in Bulletin No. 11-21, a foreign insurer that is currently admitted or eligible to transact business in this State that wishes to be designated as a domestic surplus lines insurer may seek to transfer its domicile to this State utilizing the procedures set forth in N.J.S.A. 17:17-20; and

IT FURTHER APPEARING that Selective Insurance Group, Inc. ("SIGI") is seeking to acquire control of the insurer; and

IT FURTHER APPEARING that in connection with the future plans of SIGI to transfer the domicile of the insurer from Oklahoma to New Jersey, the insurer has filed an application to redomesticate to the State of New Jersey as a domestic surplus lines insurer; and

IT FURTHER APPEARING that in connection with the redomestication, the insurer will change its name to Mesa Underwriters Specialty Insurance Company; and

IT FURTHER APPEARING that the insurer provided various documents to the New Jersey Department of Banking and Insurance ("Department") for review in connection with its application to transfer its domicile and designation as a domestic

surplus lines insurer, including articles of redomestication and amended and restated certificate of incorporation, which provide, among other things, an effective date of January 1, 2012; and

IT FURTHER APPEARING that the insurer is eligible to transact business in this State and has demonstrated compliance with applicable requirements of Title 17 of the Revised Statutes, and therefore, the insurer's request to transfer its domicile to the State of New Jersey and to be designated as a domestic surplus lines insurer should be approved, contingent on the closing of the acquisition of the insurer by SIGI;

THEREFORE IT IS on this 21<sup>st</sup> day of December, 2011

ORDERED that the application of the insurer to transfer its domicile to the State of New Jersey under the name Mesa Underwriters Specialty Insurance Company and to be designated a domestic surplus lines insurer is hereby approved, subject to the following conditions:

1. The closing of the proposed acquisition of the insurer by SIGI;
2. The transfer of domicile shall not be construed to alter either the existing respective rights, franchises and interests, or the duties, obligations and liabilities of the insurer, except as otherwise provided by law. The insurer shall continue to be subject to all the liabilities, claims and demands against it that were in existence prior to the transfer of domicile. Any action or proceeding pending at the time of the consummation of the process by which the domicile is transferred in which the insurer is a party shall not abate or discontinue by reason of the transfer of domicile; but shall be prosecuted to a final resolution in the same manner as if the transfer of domicile had not taken place; and
3. Pursuant to N.J.S.A. 17:17-20a, the insurer shall be deemed a domestic

surplus lines insurer, effective at the time of its redomestication or January 1, 2012, whichever is later, eligible to transact the business of insurance in this State as a domestic surplus lines insurer.



---

Thomas B. Considine  
Commissioner

jc11-25/inoord



# **State of New Jersey**



## **DEPARTMENT OF BANKING AND INSURANCE**

I, **THOMAS B. CONSIDINE**, Commissioner of Banking and Insurance of the State of New Jersey do hereby certify that the annexed is a true and exact copy of the

**\*\*\*SURPLUS LINES CERTIFICATE OF AUTHORITY  
AN ELIGIBLE UNAUTHORIZED DOMESTIC INSURER  
of  
MESA UNDERWRITERS SEPCIALTY INSURANCE COMPANY  
dated  
JANUARY 1, 2012\*\*\***

as taken from and compared with the original Certificate now remaining on file in this Department.

**In Testimony Whereof**, I have hereunto set my hand

and affixed my official Seal, at Trenton

this Eighteenth day of January 2012

A handwritten signature in black ink, appearing to read "Tom Considerine".

Commissioner of Banking and Insurance



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF BANKING AND INSURANCE  
OFFICE OF SOLVENCY REGULATION  
PO Box 325  
TRENTON, NJ 08625-0325

THOMAS B. CONSIDINE  
Commissioner

KIM GUADAGNO  
Lt. Governor

TEL (609) 292-5350 EXTENSION 50068  
FAX (609) 292-6765

\*\*\* SURPLUS LINES CERTIFICATE OF AUTHORITY\*\*\*  
AN ELIGIBLE UNAUTHORIZED DOMESTIC INSURER

JANUARY 1, 2012

WHEREAS, the MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY, of the Township of Branchville, County of Sussex, a corporation of the State of New Jersey, has complied with all the requirements of N.J.S.A. 17:17-1 et seq. and N.J.S.A 17:22-6.69 et seq. to entitle it to engage in the kinds of business herein specified on a SURPLUS LINES ONLY BASIS.

NOW, THEREFORE, I, THOMAS B. CONSIDINE, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that the MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY, is duly authorized to transact the business of making insurance -

Against direct or indirect loss or damage to property, including loss of use or occupancy by fire, smoke; smudge; lightning; tempest on land, including windstorm, tornado and cyclone; earthquake; collapse of buildings; hail; frost or snow; weather or climatic conditions, including excess or deficiency of moisture, flood, rain or drought, rising of the waters of the ocean or its tributaries; bombardment; invasion; insurrection; riot; civil war or commotion; military or usurped power; vandalism or malicious mischief; striking employees; explosion, whether fire ensues or not, except explosion of steam boilers and flywheels; and arising from the use of elevators, aircraft, automobiles or other vehicles; against loss or damage by insects or disease to farm crops or products and loss of rental value of land used in producing the crops or products.

Against any kinds of loss or damage to: Vessels, craft, aircraft, cars, automobiles and vehicles of every kind, including all kinds of automobile and aircraft insurance (excepting insurance against loss by reason of bodily injury to the person), 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, and all other kinds of property and interests therein, in respect to, appertaining to or in connection with any and all risks or perils of navigation, transit, or transportation, including war risks on or under any seas or other waters, on land or in the air, or while being assembled, packed, crated, baled, compressed or similarly prepared for shipment or while awaiting the same or during any delays, storage, transshipment or reshipment incident thereto, including marine builder's risk and all personal property floater risks, and to person or to 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 construction, repair, operation, maintenance or use of the subject matter of the insurance (but not including life insurance or surety bonds) but, except as herein specified, not against loss by reason of bodily injury to the person.

Against loss or damage resulting from accident to or injury suffered by any person for which loss or damage the insured is liable, including, if the insured is a State or a political subdivision of a State or a municipal corporate, instrumentality of one or more States, loss or damage resulting from accident to or injury suffered by any person for which loss or damage the insured would be liable if it were a private corporation.

Against damage to property of the insured or loss of life or damage to the person or property of others for which the insured is liable (including, if the insured is a State or a political subdivision of a State or a municipal corporate, instrumentality of one or more States, loss of life or damage to the person or property of others for which the insured would be liable if it were a private corporation), caused by the explosion of steam boilers, pipes, engines, motors and machinery connected therewith or operated thereby.

Against loss from the defaults of persons in positions of trust, public or private, or against loss or damage on account of neglect or breaches of duty or obligations guaranteed by the insurer; and against loss by banks, bankers, brokers, financial or moneyed corporations or associations, of any bills of exchange, notes, checks, drafts, acceptances of drafts, bonds, securities, evidences of debt, deeds, mortgages, documents, gold or silver, bullion, currency, money, platinum and other precious metals, refined or unrefined and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semiprecious stones, and also against loss resulting from damage, except by fire, to the insured's premises, furnishings, fixtures, equipment, safes and vaults therein caused by burglary, robbery, hold-up, theft or larceny, or attempt thereat. No such indemnity indemnifying against loss of any property as specified herein shall indemnify against the loss of any such property occurring while in the mail or in the custody or possession of a carrier for hire for the purpose of transportation, except for the purpose of

transportation by an armored motor vehicle accompanied by one or more armed guards.

Against loss from bad debts, commonly known as credit insurance.

Against loss or damage by burglary, theft, larceny, robbery, forgery, fraud, vandalism or malicious mischief, or any one or more of such hazards; and against any and all kinds of loss or destruction of or damage to moneys, securities, currencies, scrip, coins, bullion, bonds, notes, drafts, acceptances of drafts, bills of exchange and other valuable papers or documents, except while in the custody or possession of and being transported by a carrier for hire or in the mail; and against loss or damage to automobiles and aircraft by burglary, larceny, or theft, vandalism or malicious mischief, confiscation or wrongful conversion, disposal or concealment, whether held under conditional sale contract or subject to chattel mortgages, or otherwise, or any one or more of such hazards.

Against loss of and damage to glass, including lettering and ornamentation thereon, and the frame in which the glass is set resulting from breakage of the insured glass.

Against loss or damage by water or other fluid to any goods or premises arising from the breaking or leakage of sprinklers, pumps, or other apparatus erected for extinguishing fires, or of other conduits or containers, or by water entering through leaks or openings in buildings, and of water pipes and against accidental injury to such sprinklers, pumps, conduits, containers, water pipes and other apparatus; including loss of use or occupancy of the property so damaged.

Against loss or damage to property by smoke or smudge, or both.

Against all loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured, except as provided in paragraphs "a" to "n" inclusive of N.J.S.A. 17:17-1;

Against the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss; and

All other miscellaneous coverage, including but not limited to, the following:

"Loss or damage to property by epidemic;

"Loss or damage to property by power failure or mechanical breakdown;

"Loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

"Engine breakdown;

"Loss or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

"Loss resulting from the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving nuclear fuel exposures;

"Economic security; and

"All other liability not covered under paragraph N.J.S.A. 17:17-1(e), including voluntary assumed liability";

being the kinds of insurance authorized by paragraphs "a", "b", "\*e", "f", "g - excluding Bail", "i", "j", "k", "l", "n", "o-1", "o-2" and "o-3", of N.J.S.A. 17:17-1. \*Except that authority granted by N.J.S.A. 17:22-6.69 is for Surplus Lines basis only, and under "\*e", is for Primary Commercial Automobile Liability (BI) and (PD) for Intermediate and Long haul Trucking and Taxicabs only. Excess for all other automobile liability (BI) and (PD) only.

IN WITNESS WHEREOF, I have hereon set my hand  
and affixed my official Seal, at  
Trenton,  
the day and year first above  
written.



THOMAS B. CONSIDINE

Commissioner of Banking and Insurance

# **State of New Jersey**



## **DEPARTMENT OF BANKING AND INSURANCE**

I, **THOMAS B. CONSIDINE**, Commissioner of Banking and Insurance of the State of New Jersey do hereby certify that the annexed is a true and exact copy of the

**\*\*\*ARTICLES OF REDOMESTICATION  
and  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
of  
MONTPELIER U.S. INSURANCE COMPANY  
dated  
JANUARY 3, 2012\*\*\***

as taken from and compared with the original Articles of Redomestication and Amended and Restated Certificate of Incorporation **FILED JANUARY 9, 2012** now remaining on file in this Department.

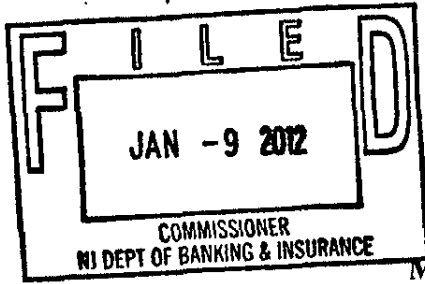
**In Testimony Whereof**, I have hereunto set my hand

and affixed my official Seal, at Trenton

this Tenth day of January 2012

A handwritten signature in black ink, reading "Tom Considine".

Commissioner of Banking and Insurance



25

20120105060000020 1/16  
01/05/2012 08:13:28 AM CER  
Bk: 1 Pg: 293  
Jeffrey M. Parrott, County Clerk  
Sussex County, NJ

**ARTICLES OF REDOMESTICATION  
AND  
AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
MONTPELIER U.S. INSURANCE COMPANY**

We, the undersigned, pursuant to approval by the sole shareholder and in accordance with the provisions of N.J.S.A. 17:17-20, intending to redomesticate Montpelier U.S. Insurance Company, a corporation of the State of Oklahoma, and to continue its existence by forming a corporation under Subtitle 3 of Title 17 of the Revised Statutes of New Jersey, including, but not limited to, regulations promulgated thereunder, as amended and supplemented ("New Jersey Insurance Law"), hereby certify and state:

All provisions in the Certificate of Incorporation of Montpelier U.S. Insurance Company, previously known as General Agents Insurance Company of America, Inc., approved by the Oklahoma Insurance Department and filed with the Oklahoma Secretary of State on April 26, 1979, as amended through November 28, 2007, are hereby amended in their entirety, and the following amended and restated Certificate of Incorporation of Montpelier U.S. Insurance Company (the "Company") is hereby substituted in lieu thereof to supersede said amended Certificate of Incorporation.

**ARTICLE I  
NAME**

The name of the Company is amended to: Mesa Underwriters Specialty Insurance Company.

**ARTICLE II  
EFFECTIVE DATE**

These Articles of Redomestication and Amended and Restated Certificate of Incorporation (together, the "Articles") shall become effective January 1, 2012 or upon filing with the New Jersey Department of Banking and Insurance, whichever is later.

**ARTICLE III  
CONTINUATION OF CORPORATE EXISTENCE**

The Company's Articles of Incorporation are amended to provide that the Company is a continuation of the corporate existence of the original foreign Company through the adoption of New Jersey as its corporate domicile, and to provide that the original date of incorporation of the Company in the State of Oklahoma, namely April 26, 1979, is the date of incorporation of the Company and April 26, 1979 shall be the date of incorporation through the adoption of the State of New Jersey as its corporate domicile.

**ARTICLE IV**  
**ADDRESS AND REGISTERED AGENT**

Location of Principal and Executive Offices. The principal office of the Company in the State of New Jersey, which shall also be its registered office, is to be located at 40 Wantage Avenue, Borough of Branchville, County of Sussex, State of New Jersey 07890, and the registered agent upon whom process may be served shall be Michael H. Lanza.

**ARTICLE V**  
**PURPOSES AND POWERS**

5.1. Purposes. This Company was formed for the purpose of conducting the business of, and acting as, a stock insurance company with the power to write such kinds of insurance and reinsurance specified by the following paragraphs under N.J.S.A. 17:17-1, as amended and as broadly as construed by the New Jersey Department of Banking and Insurance from time to time:

a. Against direct or indirect loss or damage to property, including loss of use or occupancy by fire, smoke; smudge; lightning; tempest on land, including windstorm, tornado and cyclone; earthquake; collapse of buildings; hail; frost or snow; weather or climatic conditions, including excess or deficiency of moisture, flood, rain or drought, rising of the waters of the ocean or its tributaries; bombardment; invasion; insurrection; riot; civil war or commotion; military or usurped power; vandalism or malicious mischief; striking employees; explosion, whether fire ensues or not, except explosion of steam boilers and flywheels; and arising from the use of elevators, aircraft, automobiles or other vehicles; against loss or damage by insects or disease to farm crops or products and loss of rental value of land used in producing the crops or products;

b. Against any kinds of loss or damage to: Vessels, craft, aircraft, cars, automobiles and vehicles of every kind, including all kinds of automobile and aircraft insurance (excepting insurance against loss by reason of bodily injury to the person), 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, and all other kinds of property and interests therein, in respect to, appertaining to or in connection with any and all risks or perils of navigation, transit, or transportation, including war risks, on or under any seas or other waters, on land or in the air, or while being assembled, packed, crated, baled, compressed or similarly prepared for shipment or while awaiting the same or during any delays, storage, transshipment or reshipment incident thereto, including marine builder's risk and all personal property floater risks, and to person or to 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 construction, repair, operation, maintenance or use of the subject matter of the insurance (but not including life insurance or surety bonds) but, except as herein specified, not against loss by reason of bodily injury to the person;



e. Against loss or damage resulting from accident to or injury suffered by any person for which loss or damage the insured is liable, including, if the insured is a state or a political subdivision of a state or a municipal corporate instrumentality of one or more states, loss or damage resulting from accident to or injury suffered by any person for which loss or damage the insured would be liable if it were a private corporation;

f. Against damage to property of the insured or loss of life or damage to the person or property of others for which the insured is liable (including, if the insured is a state or a political subdivision of a state or a municipal corporate instrumentality of one or more states, loss of life or damage to the person or property of others for which the insured would be liable if it were a private corporation), caused by the explosion of steam boilers, pipes, engines, motors and machinery connected therewith or operated thereby;

g. Against loss from the defaults of persons in positions of trust, public or private, or against loss or damage on account of neglect or breaches of duty or obligations guaranteed by the insurer; and against loss by banks, bankers, brokers, financial or moneyed corporations or associations, of any bills of exchange, notes, checks, drafts, acceptances of drafts, bonds, securities, evidences of debt, deeds, mortgages, documents, gold or silver, bullion, currency, money, platinum and other precious metals, refined or unrefined and articles made therefrom, jewelry, watches, necklaces, bracelets, gems, precious and semiprecious stones, and also against loss resulting from damage, except by fire, to the insured's premises, furnishings, fixtures, equipment, safes and vaults therein caused by burglary, robbery, hold-up, theft or larceny, or attempt thereat. No such indemnity indemnifying against loss of any property as specified herein shall indemnify against the loss of any such property occurring while in the mail or in the custody or possession of a carrier for hire for the purpose of transportation, except for the purpose of transportation by an armored motor vehicle accompanied by one or more armed guards;

i. Against loss from bad debts, commonly known as credit insurance;

j. Against loss or damage by burglary, theft, larceny, robbery, forgery, fraud, vandalism or malicious mischief, or any one or more of such hazards; and against any and all kinds of loss or destruction of or damage to moneys, securities, currencies, scrip, coins, bullion, bonds, notes, drafts, acceptances of drafts, bills of exchange and other valuable papers or documents, except while in the custody or possession of and being transported by a carrier for hire or in the mail; and against loss or damage to automobiles and aircraft by burglary, larceny, or theft, vandalism or malicious mischief, confiscation or wrongful conversion, disposal or concealment, whether held under conditional sale contract or subject to chattel mortgages, or otherwise, or any one or more of such hazards;

k. Against loss of and damage to glass, including lettering and ornamentation thereon, and the frame in which the glass is set resulting from breakage of the insured glass;

l. Against loss or damage by water or other fluid to any goods or premises arising from the breaking or leakage of sprinklers, pumps, or other apparatus erected for extinguishing fires, or of other conduits or containers, or by water entering through leaks or openings in buildings, and of water pipes and against accidental injury to such sprinklers, pumps, conduits, containers, water pipes and other apparatus; including loss of use or occupancy of the property so damaged;

n. Against loss or damage to property by smoke or smudge, or both; and

o. The following miscellaneous coverage allowed under N.J.S.A. 17:17-1 paragraph "o":

1. All loss to buildings and structures, including consequential loss, and against loss or damage to property of others, caused by an insured;

2. The perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities including consequential loss; and

3. All other miscellaneous coverage, including but not limited to, the following:

i. Loss or damage to property by epidemic;

ii. Loss or damage to property by power failure or mechanical breakdown;

iii. Loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

iv. Engine breakdown;

v. Loss or damage to property of the assured caused by falling of tanks or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor, and machinery connected therewith (except fire);

vi. Loss resulting from the right to participate in association or pools, such NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving nuclear fuel exposure;

vii. Economic security; and

viii. All other liability not covered under N.J.S.A. 17:17-1(e), including voluntarily assumed liability.

5.2. Powers. The Company shall have the power to do all acts and things necessary, convenient, or expedient to carry out the purposes for which it was formed and shall have the power to exercise all of the rights, privileges, and powers set forth in N.J.S.A. 17:18-1, as amended, and as otherwise authorized by New Jersey Insurance Law, including, but not limited to regulations.

5.3. Plan or Principle. The plan or principle upon which the business of the Company is to be or may be conducted in New Jersey and in other jurisdictions is as follows:

To transact business as a stock insurance company engaged in writing the kinds of insurance and reinsurance as are described in 5.1 above.

## **ARTICLE VI**

### **STOCK**

6.1. Stock Company. The Company is a stock insurance company.

6.2. Authorized Shares. The amount of capital stock of the Company is \$4,000,000.00, divided into 4,000,000 authorized shares of common stock having a par value of \$1.00 per share. At the time of the adoption of these Articles, the Company has 4,000,000 shares of Common Stock issued and outstanding.

6.3. Terms. All shares are of one and the same class with equal rights, privileges, powers, obligations, liabilities, duties, and restrictions. These shares may be issued for cash or property, tangible or intangible, at such price and amount per share as may be determined by the Board of Directors; provided, however, that no shares may be issued for less than the par value of the shares.

## **ARTICLE VII**

### **PERIOD OF EXISTENCE**

The period during which the Company will continue shall be perpetual.

## **ARTICLE VIII**

### **POLICYHOLDER SURPLUS**

The amount of policyholder surplus with which the Company will begin business as a New Jersey domestic insurance company will not be less than \$15,000,000.

**ARTICLE IX**  
**INITIAL INCORPORATORS**

The names of the Company's initial incorporators and their addresses at the time of the Company's incorporation in the State of Oklahoma were as follows:

Joseph D. Macchia  
309 West 7th,  
Fort Worth, TX

William F. Shdeed  
4308 Classen Blvd.  
Oklahoma City, OK

Jeff L. Hartmann  
4308 Classen Blvd.  
Oklahoma City, OK

Paula S. Belsheim  
4308 Classen Blvd.  
Oklahoma City, OK

Philip J. Klein  
309 West 7th,  
Fort Worth, TX

**ARTICLE X**  
**MEMBERS OF THE BOARD OF DIRECTORS**

At the time these Articles take effect, the Company will have eight (8) members on the Board of Directors. The names and addresses of the members of the Board of Directors of the Company will be as follows:

Gregory E. Murphy  
40 Wantage Avenue,  
Branchville, NJ 07890

Michael H. Lanza  
40 Wantage Avenue,  
Branchville, NJ 07890

John J. Marchioni  
40 Wantage Avenue,  
Branchville, NJ 07890

Charles A. Musilli, III  
40 Wantage Avenue,  
Branchville, NJ 07890

Ronald E. St. Clair  
40 Wantage Avenue,  
Branchville, NJ 07890

Susan B. Sweeney  
40 Wantage Avenue,  
Branchville, NJ 07890

Dale A. Thatcher  
40 Wantage Avenue,  
Branchville, NJ 07890

Ronald J. Zaleski Sr.  
40 Wantage Avenue,  
Branchville, NJ 07890

At the time these Articles take effect, the officers of the Company will be as follows:

Richard Nenaber  
Chief Executive Officer and President

Scott Wilson  
Chief Financial Officer

Michael H. Lanza  
Executive Vice President and Corporate Secretary

Jennifer W. DiBerardino  
Senior Vice President and Treasurer

Susan B. Sweeney  
Senior Vice President and Chief Investment Officer

Robert Karr  
Vice President, Marketing

Glen Plagmann  
Vice President, Brokerage

Sarita Chakravarthi  
Vice President, Tax and Assistant Treasurer

Patrick Porter  
Vice President and Controller

Dale Houmes  
Vice President, Underwriting

Will Masterson  
Vice President Claims

Tracy Davis  
Assistant Vice President and Operations Manager

## **ARTICLE XI**

### **BOARD OF DIRECTORS**

11.1. Management. The business of the Company shall be managed by a Board of Directors. The directors shall have all of the qualifications, powers and authority and shall be subject to all limitations as set forth in the New Jersey Business Corporation Act (the "Act") and New Jersey Insurance Law. If there is any inconsistency between the Act and New Jersey Insurance Law with respect to the provisions in these Articles, New Jersey Insurance Law will govern. The number of directors of the Company shall not be less than the minimum required by the N.J.S.A. 14A:6-2, which as of the effective date of these Articles is one (1), with the exact number to be specified from time to time in the manner provided by the Company's by-laws. The Company shall have eight (8) directors at the effective time of these Articles and thereafter until such time as a different number of directors is specified in the manner provided in the Company's by-laws.

11.2. Vacancy. Any vacancy on the Board of Directors caused by resignation, removal, death, disqualification or other incapacity, or increase in the number of directors or otherwise shall be filled in the manner provided by the Company's by-laws.

11.3. Removal of Directors. A director may be removed, with or without cause, at a meeting of the shareholders called for that purpose, or with cause, at a meeting of the Board of Directors called for that purpose. Removal by the shareholders requires an affirmative vote of the shareholders representing at least a majority of all the votes then entitled to be cast at an election of the Board of Directors. Removal by the Board of Directors requires an affirmative vote of at least a majority of all the then current Board of Directors. No director may be removed except as provided in this Section.

11.4. By-laws. The Board of Directors shall have the power to make, alter, amend, or repeal provisions of the by-laws of the Company, in the manner provided by the by-laws, but by-laws made by the Board of Directors may be altered, amended, or repealed, and new by-laws made, by the shareholders.

## **ARTICLE XII**

### **SHAREHOLDER MEETINGS**

12.1. Shareholder Meetings. All meetings of shareholders shall be held at such place, within or outside of the State of New Jersey, as may be specified in the by-laws of the Company, as from time to time in effect, or as may be designated by the Board of Directors or the officers of the Company calling the meeting.

12.2. Action without a Meeting. Any action required or permitted to be taken at a meeting of the shareholders by statute, these Articles, or the Company's by-laws may be taken without a meeting upon the written consent of the shareholders as set forth in the Company's by-laws.

12.3. Voting Rights. Every shareholder of the Company shall have the right, at every shareholder meeting, to one vote for each share outstanding in his or her name on the books of the Company. Voting for directors shall not be cumulative. No shares of stock issued by the Company shall have, or be subject to, preemptive rights.

### **ARTICLE XIII**

#### **POLICYHOLDER DIVIDENDS**

The Company may issue both participating and nonparticipating policies with respect to any kind of insurance that the Company is authorized to transact. Dividends paid to policyholders shall be in accordance with rates and rules applicable to such kind or kinds of insurance as may be determined by the Board of Directors, subject to applicable law. The Board of Directors shall have the power to adopt by-laws pertaining to such declaration and payment that, in their judgment, seems necessary or desirable.

### **ARTICLE XIV**

#### **EXCULPATION AND INDEMNIFICATION**

14.1. Elimination of Certain Liability. Any director or officer of the Company shall not be personally liable to the Company or its shareholders for damages for breach of any duty owed to the Company or its shareholders, including, but not limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of such director or officer, except to the extent and for the duration of any period of time such personal liability may not be eliminated or limited under the Act or New Jersey Insurance Law as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader exculpation rights than the Act or New Jersey Insurance Law permitted prior to such amendment). Neither the amendment or repeal of this Section 14.1, nor the adoption of any provision in these Articles or the by-laws inconsistent with this Section 14.1, shall eliminate or reduce the protection afforded by this Section 14.1 to a director or officer of the Company with respect to any matter that occurred, or any cause of action, suit, or claim, that accrued or arose prior to such amendment, repeal, or adoption.

14.2. Indemnification and Insurance.

(a) Each person who was or is made a party or is threatened to be made a party to or is involved in any pending, threatened, or completed claim, civil, criminal, administrative or arbitral action, suit, or proceeding, or any and all aspects of an appeal therein (whether brought by or in the right of this Company or any other corporation or otherwise) or any inquiry or investigation, formal or informal, which could lead to such action, suit, or proceeding (collectively a "proceeding"), by reason of his or her being or having been a director or officer of the Company or of any constituent corporation absorbed by the Company in a consolidation or merger, or by reason of his or her being or having been a director, officer,

trustee, employee, agent, or fiduciary of any other corporation (domestic or foreign) or of any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise (whether or not for profit), serving as such at the request of the Company, or the legal representative of any such director, officer, trustee, employee, agent, or fiduciary, shall be indemnified and held harmless by the Company to the fullest extent permitted by the Act and New Jersey Insurance Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said Act or New Jersey Insurance Law permitted prior to such amendment), regardless if the person is successful in the proceeding, so long as such person is:

- (i) determined to have acted in good faith in what he or she reasonably believed to be in the best interests of the Company, or at least not opposed to its best interests;
- (ii) with respect to any criminal proceeding, determined to have had reasonable cause to believe that his or her conduct was not unlawful; and
- (iii) with respect to a proceeding by or in the right of the Company in respect of any claim, issue, or matter as to which such person is adjudged to be liable to the Company, determined by a court, pursuant to N.J.S.A. 14A:3-5(3), to be fairly and reasonably entitled to indemnification (to the extent determined by the court), in view of all the circumstances of the case, despite the adjudication of liability

from and against any and all reasonable costs, disbursements and attorney's fees, and any and all amounts paid or incurred in satisfaction of settlements, judgments, fines and penalties, incurred or suffered in connection with any such proceeding, and such indemnification shall continue as to a person who has ceased to be a director, officer, trustee, employee, agent, or fiduciary and shall inure to the benefit of his or her heirs, executors, administrators, and assigns; provided, however, that, except as provided in paragraph (b) hereof, the Company shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was specifically authorized by the Board of Directors of the Company. The right to indemnification conferred in this subsection shall be a contract right and shall include the right to be paid by the Company the expenses incurred in connection with any proceeding in advance of the final disposition of such proceeding as authorized by the Board of Directors; provided, however, that, if the Act or New Jersey Insurance Law so requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer in advance of the final disposition of a proceeding shall be made only upon receipt by the Company of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this subsection. The Company may, by action of the Board of Directors, provide for indemnification and advancement of expenses to employees and agents of the Company with the same scope and effect as the foregoing indemnification of directors and officers.



(b) Every claimant seeking indemnification hereunder shall be entitled to indemnification (i) if special independent legal counsel, which may be regular counsel of the Company or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the "Referee"), shall deliver to the Company a written finding that such claimant has met the standards of conduct required to be met under the Act or New Jersey Insurance Law, and (ii) if the Board of Directors, acting upon such written finding, so determines. The Board of Directors shall, if a claimant is found to be entitled to indemnification pursuant to the preceding sentence, also determine the reasonableness of the claimant's expenses. The claimant seeking indemnification shall, if requested, appear before the Referee, answer questions that the Referee deems relevant and shall be given ample opportunity to present to the Referee evidence upon which he or she relies for indemnification. The Company shall, at the request of the Referee, make available facts, opinions, or other evidence in any way relevant to the Referee's finding that are within the possession or control of the Company. If a claimant seeking indemnification pursuant to this subsection (b) is found not to be entitled thereto, or if the Board of Directors fails to select a Referee under subsection (b) within a reasonable amount of time following a written request of a claimant for the selection of a Referee, or if the Referee or the Board of Directors fails to make a determination under subsection (b) within a reasonable amount of time following the selection of a Referee, the claimant may apply for indemnification with respect to a proceeding to a court of competent jurisdiction, including a court in which the proceeding is pending against the claimant. On receipt of an application, the court after giving notice to the Company and giving the Company ample opportunity to present to the court any information or evidence relating to the proceeding for indemnification that the Company deems appropriate, may order indemnification if it determines that the claimant is entitled to indemnification with respect to the proceeding because such claimant met the standards of conduct required to be met under the Act or New Jersey Insurance Law. If the court determines that the claimant is entitled to indemnification, the court shall also determine the reasonableness of the claimant's expenses.

(c) If the claimant is successful on the merits or otherwise in connection with any proceeding or in the defense of any claim, issue or matter therein, relating to seeking indemnification under this Article, such claimant shall be entitled also to be paid by the Company any and all expenses incurred or suffered in connection with such proceeding. It shall be a defense to any such action (other than an action brought to enforce a claim for the advancement of expenses incurred in connection with any proceeding where the required undertaking, if any, has been tendered to the Company) that the claimant has not met the standard of conduct that makes it permissible under the Act or New Jersey Insurance Law for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such proceeding that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Act or New Jersey Insurance Law, nor an actual determination by the Company (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, nor the termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(d) The right to indemnification and advancement of expenses provided by or granted pursuant to this Section 14.2 shall not exclude nor be exclusive of any other rights to which any person may be entitled under these Articles, the by-laws, an agreement, a vote of shareholders, a vote of the Board of Directors, or otherwise, provided that no indemnification shall be made to or on behalf of such person if a judgment or other final adjudication adverse to such person establishes that such person has not met the applicable standard of conduct required to be met under the Act or New Jersey Insurance Law.

(e) The Company may purchase and maintain insurance on behalf of any director, officer, employee, agent, or fiduciary of the Company or another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise against any expenses incurred in any proceeding and any liabilities asserted against him or her by reason of such person being or having been such a director, officer, employee, agent, or fiduciary, whether or not the Company would have the power to indemnify such person against such expenses and liabilities under the provisions of this Section 14.2 or otherwise.

#### **ARTICLE XV** **AMENDMENTS**

The Company reserves the right to amend, alter, change, or repeal any provision contained in these Articles or in any amendment hereto or to add any provision to these Articles or to any amendment hereto in any manner now or hereafter prescribed or permitted by the provisions of New Jersey Insurance Law as from time to time in effect or by the provisions of any other applicable statute of the State of New Jersey. Any such amendment shall comply with the procedures set forth in the New Jersey Insurance Law, including, but not limited to, N.J.S.A. 17:26-1, as may be amended.

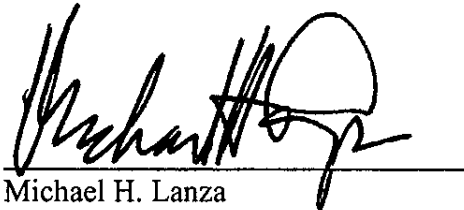
~~MONTEBELIER U.S. INSURANCE COMPANY~~

- 13 -

**CERTIFICATE**

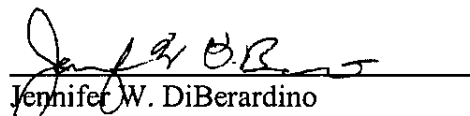
Michael H. Lanza, Executive Vice President and Corporate Secretary of Montpelier U.S. Insurance Company (the "Company"), and Jennifer W. DiBerardino, Senior Vice President and Treasurer of the Company, hereby certify that the foregoing Articles of Redomestication and Amended and Restated Certificate of Incorporation of the Company has been duly adopted by consent of the sole stockholder in accordance with the By-laws of the Company with the intent that it will take effect as of January 1, 2012 or upon filing with the New Jersey Department of Banking and Insurance, whichever is later.

**IN WITNESS WHEREOF**, we have hereunto set our hands and the seal of the Company on January 3, 2012.



Michael H. Lanza  
Executive Vice President and Corporate  
Secretary

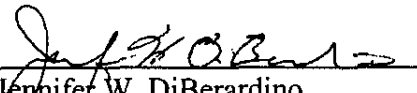
Corporate Seal

  
Jennifer W. DiBerardino  
Senior Vice President and Treasurer

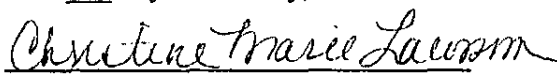
**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY            )  
  )  
COUNTY OF SUSSEX            )        ss:

**BE IT REMEMBERED** that on this 3<sup>rd</sup> day of January, 2012, before me, the subscriber, a Notary Public, personally appeared Jennifer W. DiBerardino, who being by me duly sworn upon her oath, does depose and make proof to my satisfaction that she is the Senior Vice President and Treasurer of Montpelier U.S. Insurance Company, soon to be known as Mesa Underwriters Specialty Insurance Company (the "Company"), that Michael H. Lanza is the Executive Vice President and Corporate Secretary, that the executions as well as the making of the within Articles of Redomestication and Amended and Restated Certificate of Incorporation of the Company has been duly authorized by a proper Resolution of the Board of Directors of said Company and approved by the unanimous consent of its sole shareholder, that deponent well knows the corporate seal, and it was thereto affixed, and said instrument was signed and delivered by the Executive Vice President and Corporate Secretary, as and for the voluntary act and deed of said Company, in the presence of deponent, who thereupon subscribed her name hereto as witness, and who subscribed her name below.

  
Jennifer W. DiBerardino  
Vice President and Treasurer

Sworn to and subscribed before me  
this 3<sup>rd</sup> day of January, 2012.

  
Notary Public

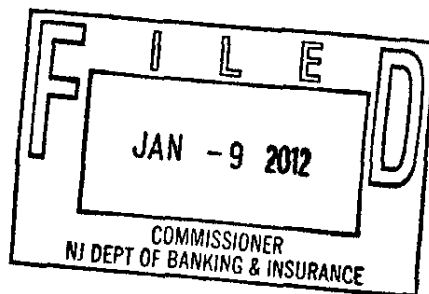
**CHRISTINE MARIE LAWSON**  
Notary Public of New Jersey  
Commission Expires 03/26/2014

I hereby certify that the annexed Articles of Redomestication and Amended and Restated Certificate of Incorporation of Montpelier U.S. Insurance Company, dated January 3, 2012, has been submitted to and examined by me as provided by N.J.S.A. 17:17-5, and that I find the Articles of Redomestication and Amended and Restated Certificate of Incorporation to be substantially in accordance with the provisions of that Statute and not inconsistent with the Constitution and laws of this State.

PAULA T. DOW  
ATTORNEY GENERAL OF NEW JERSEY

By: Eleanor Heck  
Eleanor Heck  
Deputy Attorney General

Dated: January 3, 2012



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