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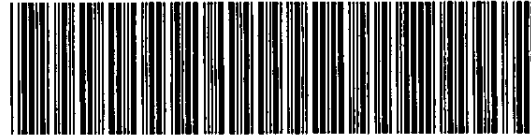
(Business Entity Name)

(Document Number)

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2016 MAR 25 AM 9:11
STATE OF ARIZONA
TALLAHASSEE

Merger/CC

APR 01 2016
I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Enstar (US) Inc.

Name of Surviving Corporation

The enclosed Articles of Merger and fee are submitted for filing.

Please return all correspondence concerning this matter to following:

Nadja Stavenhagen

Contact Person

Enstar (US) Inc.

Firm/Company

411 Fifth Avenue 5th Floor

Address

New York, N.Y. 10016

City/State and Zip Code

nadja.stavenhagen@enstargroup.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Nadja Stavenhagen

Name of Contact Person

At (212) 790- 9845

Area Code & Daytime Telephone Number

☐ Certified copy (optional) \$8.75 (Please send an additional copy of your document if a certified copy is requested)

STREET ADDRESS:

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

MAILING ADDRESS:

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

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Enstar (US) Inc.</u>	<u>Delaware</u>	

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Capital Assurance Services, Inc.</u>	<u>FLORIDA</u>	

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

OR / / (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Fifth: Adoption of Merger by surviving corporation - (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the surviving corporation on March 18, 2016.

The Plan of Merger was adopted by the board of directors of the surviving corporation on _____ and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s) (COMPLETE ONLY ONE STATEMENT)

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on March 18, 2016.

The Plan of Merger was adopted by the board of directors of the merging corporation(s) on _____ and shareholder approval was not required.

(Attach additional sheets if necessary)

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2016 MAR 25 AM 9:11
CLERK OF THE COURT
JULIA B. BROWN, CLERK
1000 BANKERS BUILDING
TALLAHASSEE, FL 32301

Seventh: SIGNATURES FOR EACH CORPORATION

Name of Corporation

Signature of an Officer or Director

Typed or Printed Name of Individual & Title

Enstar (US) Inc.

Jennifer Miu, Senior Vice President

Capital Assurance Services, Inc.

Nadja Stavenhagen, Assistant Secretary

EXHIBIT A
PLAN AND AGREEMENT OF MERGER

PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger (hereinafter referred to as the "Plan of Merger" or "Agreement") is entered into as of March 18, 2016, by and between Enstar (US) Inc., a corporation organized and existing under the laws of the State of Delaware, (hereinafter "EUS" or "Survivor"), and Capital Assurance Services, Inc., (hereinafter "CASI" or "Merger entity"), a corporation organized and existing under the laws of the State of Florida) sometimes being collectively referred to as the "Constituent Corporations").

RECITALS

WHEREAS, CASI is a service company and an affiliate of EUS, also a service entity. CASI has been incorporated in Florida since May 8, 1969, and functions as a service company by administering a quota share facility pool (the "Pool"). Further, effective January, 1, 2013, CASI entered into an intercompany services agreement with EUS, under which EUS assists CASI in servicing the Pool. CASI is owned by Enstar Holdings (US) Inc., and has authorized and capital stock of 50 shares of common stock, without par value, all of which are issued, outstanding and owned by Enstar Holdings (US) Inc;

WHEREAS, EUS is a service company and wholly owned subsidiary of Enstar Holdings (US) Inc. and has been incorporated in Delaware since July 30, 2003. EUS's primary function is to provide consultancy services in the insurance and reinsurance industry for affiliated Enstar companies, using its expertise to assist in managing active and run-off portfolios.

WHEREAS, both EUS and CASI are ultimately owned by Enstar Group Limited, a publicly traded Bermuda Corporation;

WHEREAS, the purpose of the merger is to streamline the group's corporate structure and make its operations more efficient and thus the management of EUS and CASI deem the proposed merger advisable and in the best interest of said corporations; and

WHEREAS, EUS and CASI intend that, for U.S. federal income tax purposes, the proposed merger (the "Merger") will qualify as reorganization pursuant to IRC § 368.

NOW THEREFORE, in consideration of the premises and of the mutual agreements of the parties hereto, the Plan of Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein, are hereby determined and agreed upon as hereinafter in this Agreement set forth.

ARTICLE I

The Merger and Effective Time

1.1. The Merger. The Merger will be effected pursuant to the terms and conditions set forth in this Plan. At the Effective Time (as defined in Section 1.2) Merger Entity shall be merged with and into EUS and the separate corporate existence of Merger Entity shall thereupon cease. EUS shall be the surviving corporation from and after the Effective Time of the Merger, and in

accordance with applicable law, the separate corporate existence of EUS with all its rights, privileges, immunities and powers shall continue unaffected by the Merger. At the Effective Time of the Merger, EUS will possess all rights, privileges, immunities, and franchises of Merger Entity and all property, debts due and every other interest of or belonging to Merger Entity is deemed to be automatically transferred and vested in EUS without any further act in accordance with applicable laws. At the Effective Time, EUS will be subject to, and responsible and liable for all the obligations and liabilities of Merger Entity.

1.2. Effective Time. The merger shall become effective upon filing of the Certificate of Merger with the Secretary of State of the State of Delaware and the Articles of Merger with the Florida Secretary of State.

ARTICLE II

Charter and Bylaws of the Surviving Corporation

2.1. The Certificate of Incorporation. The Certificate of Incorporation of EUS as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation and will not be amended.

2.2. The Bylaws. The bylaws of EUS in effect at the Effective Time shall be the bylaws of the Surviving Corporation and will not be amended.

ARTICLE III

Officers and Directors of the Surviving Corporation

3.1. Directors. The directors of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the directors of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and the Bylaws.

3.2. Officers. The officers of the Surviving Corporation at the Effective Time shall, from and after the Effective Time, be the officers of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Certificate of Incorporation and the Bylaws.

ARTICLE IV

Effect on Stock

4.1. Effect on Stock. The issued and outstanding shares of Merger Entity's capital stock shall not be converted in any manner, nor shall any cash or other consideration be paid or delivered therefore. Each said share which is issued as of the complete Effective Time shall be surrendered and extinguished. Neither EUS nor its shareholder shall pay any consideration to CASI or its shareholder for the transaction.

ARTICLE V

Authorization

5.1. Authorization. The proper officers of Merger Entity and of EUS are hereby authorized and empowered and directed to do any and all acts and things, and make, execute, deliver, file, and record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of the Plan of Merger or of this Merger herein provided for.

ARTICLE VI

Conditions to the Merger

6.1. Pre-Merger Obligations. All actions by the Companies' officers or filings with any governmental authority required to permit the consummation of the Merger shall have been performed by the Constituent Corporations.

6.2 Board of Directors Approval. This Agreement shall be duly submitted to the Board of Directors of EUS and Merger Entity in accordance with Delaware General Corporation Law, Section 251, and Section 607.1101 and Section 607.1105 of the Florida Business Corporation Act setting forth rules applicable to this merger.

6.3. Actions and Proceedings. No action, suit or proceeding shall have been instituted or shall have been threatened before any court or other governmental body or by any public authority to restrain, enjoin or prohibit the transactions contemplated herein, or which might subject any of the parties hereto or their directors or officers to any material liability, fine, forfeiture or penalty on the grounds that the transactions contemplated hereby, the parties hereto or their directors or officers, have violated any applicable law or regulation, or have otherwise acted improperly in connection with the transactions contemplated hereby.

ARTICLE VII

Termination

7.1. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, or such earlier time as may be prescribed by law, by action of their Board of Directors.

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

ARTICLE VIII

Miscellaneous

8.1. Management and Operations. The management of EUS wishes to merge Merger Entity with and into itself. The intent of the merger is to reduce administrative costs and costs associated with

state specific requirements by simplifying the organizational structure and making the organization more effective through consolidation of its service companies. The merger will not result in changes to the current management structure and internal operations of EUS, other than as may occur in the future in the normal course of events. CASI and EUS are parties to an intercompany services agreement under which EUS assists CASI with the administration of the Pool. Following the merger, EUS will assume the administration.

8.2. Location and Availability of Merger Plan. The executed Merger Agreement is on file at the office of EUS, the surviving corporation, at 150 2nd Avenue North, Suite #300, St. Petersburg, FL 33701. A copy of the Merger Agreement will be furnished by EUS, upon request and at no cost, to any stockholder of any Constituent Corporation.

8.3. Accounting Treatment. Upon Merger, EUS will be the surviving entity and Merger Entity's separate existence will cease to exist. No acquisition will be recognized because the combination is accomplished without disbursing resources of the Constituent Corporations. Ownership interest continues and the former GAAP basis of accounting shall be retained. The recorded assets, liabilities and related equity accounts of the constituents shall be carried forward to the combined corporation at their recorded GAAP amounts. The capital accounts of the entities shall be adjusted as necessary to reflect the appropriate par values of the capital stock of the new entity. Adjustments to the capital stock account shall be made to the extent there is a balance in these accounts.

Income of the combined reporting entity shall include income of the constituents for the entire fiscal period in which the combination occurs and the balance sheet and the statement of operations for the two years presented shall be restated. The general ledger account balances of Merger Entity at the Effective Time of the Merger will be recorded on EUS's ledger at the time of the Merger.

8.4. Service of Process.

- a) EUS agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligations of Merger Entity and appoints CT Corporation as its agent to accept service of process. The address to which all process shall be mailed is:

Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801
Phone: 800-677-3394

- b) EUS agrees that the Florida Secretary of State is the service of process agent and may be served with process in any action, suit or proceeding for the enforcement of any obligations of Merger Entity. The Florida Secretary of State shall mail all process to CT Corporation at the following address:

1200 South Pine Island Road
Suite 250
Plantation, Florida 33324
Phone: 954-473-5503

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

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

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

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

8.9. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

8.11. Amendment. This Agreement may be amended, modified or terminated by the parties hereto at any time prior to the Effective Time, but only pursuant to an instrument in writing signed by the parties.

8.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, this Plan of Merger is hereby executed upon behalf of each of the parties thereto.

Enstar (US) Inc.

By: _____



Name: Jennifer Miu

Title: Senior Vice President

Capital Assurance Services, Inc.

By: N Stavenhagen

Name: Nadja Stavenhagen

Title: Assistant Secretary