

F11000003932

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

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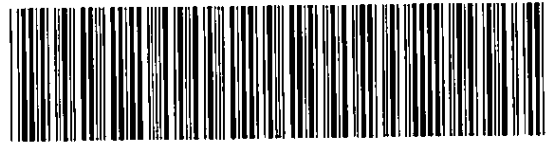
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

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NIC Amend

RECEIVED

2023 MAR 31 PM 4:01

FILED

2023 MAR 31 AM 11:46

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

A. RAMSEY

APR - 3 2023

CORPORATION SERVICE COMPANY  
1201 Hays Street  
Tallahassee, FL 32301  
Phone: 850-558-1500

ACCOUNT NO. : I20000000195  
REFERENCE : 607368 4718375  
AUTHORIZATION : *Eylien Baker*  
COST LIMIT : \$ 43.75

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ORDER DATE : March 23, 2023  
ORDER TIME : 2:06 PM  
ORDER NO. : 607368-005  
CUSTOMER NO: 4718375

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FOREIGN FILINGS

NAME: LANCER INDEMNITY COMPANY

XX CORPORATE  
       LIMITED PARTNERSHIP  
       LIMITED LIABILITY COMPANY

XXXX AMENDMENT

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

       CERTIFIED COPY  
XX        PLAIN STAMPED COPY  
XX        CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Eyliena Baker -- EXT#

EXAMINER: \_\_\_\_\_

**COVER LETTER**

**TO:** Amendment Section Division of Corporations

**SUBJECT:** Lancer Indemnity Company

\_\_\_\_\_  
Name of Corporation

**DOCUMENT NUMBER:** F11000003932

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

John Petrilli

\_\_\_\_\_  
Name of Contact Person

Lancer Indemnity Company

\_\_\_\_\_  
Firm/Company

370 West Park Avenue

\_\_\_\_\_  
Address

Long Beach, New York 11561

\_\_\_\_\_  
City/State and Zip Code

jpetrilli@granadainsurance.com

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

For further information concerning this matter, please call:

John Petrilli

at ( 516 ) 431-9191 ext. 3257

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy

☐ \$52.50 Filing Fee,  
Certificate of Status &  
Certified Copy

**Mailing Address:**

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

**Street Address:**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

**PROFIT CORPORATION**  
**APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO APPLICATION FOR**  
**AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**  
(Pursuant to s. 607.1504, F.S.)

**SECTION I**  
**(1-3 MUST BE COMPLETED)**

F11000003932

(Document number of corporation (if known))

1. Lancer Indemnity Company

(Name of corporation as it appears on the records of the Department of State)

2. New York

(Incorporated under laws of)

3. September 30, 2011

(Date authorized to do business in Florida)

**SECTION II**  
**(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)**

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? February 10, 2022

5. Granada Indemnity Company

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)

(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

None

(New duration)

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

None

(New jurisdiction)

8. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent None

(Florida street address)

New Registered Office Address: None, Florida  
(City) (Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

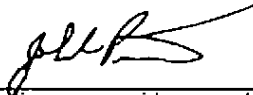
\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

FILED  
2023 MAR 31 AM 11:46  
TALLAHASSEE  
FLORIDA  
SECRETARY OF STATE

9. If the amendment changes person, title or capacity in accordance with 607.1504 (4), indicate that change:

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
None	None	None	<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove
			<input type="checkbox"/> Add
			<input type="checkbox"/> Remove

10. Attached is a certificate or document of similar import, evidencing the amendment, authenticated not more than 90 days prior to delivery of the application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the laws of which it is incorporated.



(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

John A. Petrilli

(Typed or printed name of person signing)

Secretary

(Title of person signing)

**FILING FEE \$35.00**

**SHORT CERTIFICATE**

**STATE OF NEW YORK**

**DEPARTMENT OF FINANCIAL SERVICES**

**It is hereby certified that** the attached copy of the Fourth Amended and Restated Charter, of Granada Indemnity Company, of Long Beach, New York, as filed with this Department February 10, 2022, pursuant to Section 1206 of the New York State Insurance Law,

**has been compared with the original on file in this Department and that it is a correct transcript therefrom and of the whole of said original.**



**In Witness Whereof**, I have hereunto set my hand and affixed the official seal of this Department at the City of Albany, this 31st day of March 2023.

A handwritten signature in black ink, which appears to read "Colleen M. Draper".

*Colleen M. Draper*  
**Special Deputy Superintendent**

## **FOURTH AMENDED AND RESTATED CHARTER**

**of**

### **GRANADA INDEMNITY COMPANY Under Section 1206 of the New York Insurance Law and Sections 805 and 807 of the New York Business Corporation Law**

The undersigned, being the Secretary of GRANADA INDEMNITY COMPANY, formerly known as LANCER INDEMNITY COMPANY, does hereby certify:

1. Prior to this Charter Amendment the name of the corporation was LANCER INDEMNITY COMPANY. Until January 1, 2013, the name of the corporation had been NORTH SEA INSURANCE COMPANY (the "Corporation").
2. The Charter of the Corporation was filed by the Superintendent of Insurance of the State of New York on October 26, 1978. The Charter was amended or changed on March 1, 1982, June 25, 1987, December 14, 1988, October 4, 1994, August 27, 1996, June 24, 2008, April 1, 2010, and June 27, 2011. The Charter of the Corporation was last amended and, after giving effect to such amendment, was restated as the Third Amended and Restated Charter of Lancer Indemnity Company, dated as of November 27, 2012, approved by the New York Department of Financial Services on December 10, 2012 and filed with the County Clerk of Nassau County, New York on December 17, 2012.
3. The Charter as now in full force and effect is hereby amended to effect the following changes: to change the name of the Corporation to GRANADA INDEMNITY COMPANY, add two kinds of insurance to be transacted by the Corporation: (29) "Legal services insurance" and (30) "Involuntary unemployment insurance" (referenced by paragraph numbers of Section 1113(a) of the New York Insurance Law), to increase the amount of authorized capital to \$12,172,408, and to increase the amount of authorized shares from 500,000 to 1,521,551.
4. This amendment was authorized by an Action Without a Meeting of the Board of Directors of the Corporation dated as of February 2, 2022 and by the written consent of the holders of all of the issued and outstanding shares entitled to vote on them.
5. The Charter is hereby restated to set forth its entire text, as amended, as follows:

### **CHARTER**

Section 1. The name of the corporation is GRANADA INDEMNITY COMPANY (the "Corporation").

Section 2. The principal office of this Corporation shall be located in the County of Nassau and State of New York.

Section 3. The kinds of insurance to be transacted by the corporation are (referenced by paragraph numbers of Section 1113 (a) of the New York Insurance Law):

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

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

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

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

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

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

(D) bombardment, invasion, insurrection, riot, civil war or commotion, military or usurped power, any order of a civil authority made to prevent the spread of a conflagration, epidemic or catastrophe, vandalism or malicious mischief, strike or lockout, collapse from any cause, or explosion; but excluding any kind of insurance specified in paragraph nine of Section 1113 (a) of the New York Insurance Law, except insurance against loss of or damage to property resulting from:

- (i) explosion of pressure vessels (except steam boilers of more than fifteen pounds pressure) in buildings designed and used solely for residential purposes by not more than four families,
- (ii) explosion of any kind originating outside of the insured building or outside of the building containing the property insured,

- (iii) explosion of pressure vessels which do not contain steam or which are not operated with steam coils or steam jackets, or
- (iv) electrical disturbance causing or concomitant with an explosion in public service or public utility property; or

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

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

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

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

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

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

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

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

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

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

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

(B) any unfired pressure vessel;

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

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

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

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

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

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

(13) "Personal injury liability insurance," meaning insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability (including the insurer's obligation to pay medical, hospital, surgical and disability benefits to injured persons, and funeral and death benefits to dependents, beneficiaries or personal representatives of persons who are killed, irrespective of legal liability of the insured), arising out of death or injury of any person, or arising out of injury to the economic interests of any person, as the result of negligence in rendering expert, fiduciary or professional service, but excluding any kind of insurance specified in paragraph fifteen of Section 1113 (a) of the New York Insurance Law, except insurance to protect an insured against liability for indemnification or contribution to a third party held responsible for injury to the insured's employee arising out of and in the course of employment when such insurance is written pursuant to this paragraph and not written pursuant to paragraph fifteen of Section 1113 (a) of the New York Insurance Law;

(14) "Property damage liability insurance," meaning insurance against legal liability of the insured, and against loss, damage or expense incident to a claim of such liability, arising out of the loss or destruction of, or damage to, the property of any other person, but not including any kind of insurance specified in paragraph thirteen, fifteen or twenty-eight of Section 1113 (a) of the New York Insurance Law;

(15) "Workers' compensation and employers' liability insurance," meaning insurance against the legal liability, under common law or statute or assumed by contract, of any employer for the death or disablement of, or injury to, his employee, including volunteer firefighters' benefit insurance provided pursuant to the volunteer firefighters' benefit law including volunteer ambulance workers' benefit insurance provided pursuant to the volunteer ambulance workers' benefit law and insurance for workers' compensation benefits for death and injuries arising out of crimes provided by the independent livery driver benefit fund pursuant to article six-G of the New York Executive Law.

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

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

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

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

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

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

(i) any insurance contract except as authorized pursuant to Section 1114 of the New York Insurance Law; or

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

a. mortgage guaranty insurance as defined in subsection (a) of Section 6501 of the New York Insurance Law;

b. financial guaranty insurance as defined in subsection (a) of Section 6901 of the New York Insurance Law; or

c. service contract reimbursement insurance as defined in paragraph twenty-eight of Section 1113 (a) of the New York Insurance Law;

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

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

(H) Becoming surety on, or guaranteeing the performance of, a contract of indebtedness or other monetary obligation where: (i) the aggregate gross principal, interest, and other amounts of indebtedness or other monetary obligations of any obligor whose obligations are guaranteed by the insurer under all bonds issued to that obligor pursuant to subparagraph (H) of Section 1113 (a) (16) of the New York Insurance Law by the insurer does not exceed ten million dollars; and (ii) the bond is not issued directly or indirectly in connection with the sale of securities, a pooling of financial assets, or a credit default swap as defined by article sixty-nine of the New York Insurance Law; and (iii) the bond by its terms terminates upon any sale or other transfer of the insured obligation in connection with the sale of securities, a pooling of financial assets, or a credit default swap as defined by article sixty-nine of the New York Insurance Law;

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

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

In this Section 3. (16) "fidelity" insurance shall have the meaning set forth in subparagraphs (A) and (B) of this paragraph.

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

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

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

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

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

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

In this Section 3. (20) "inland marine" insurance shall not include insurance of vessels, crafts, their cargoes, marine builders' risks, or other similar risks, commonly insured only under ocean marine insurance policies.

(21) "Marine protection and indemnity insurance," meaning 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.

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

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

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

Section 5. The number of directors of this Corporation shall be not more than thirteen (13), and in no case shall the number of directors be less than seven (7).

Section 6. The directors of the Corporation shall be elected at the annual meeting of the stockholders of the Corporation.

The annual meeting of the stockholders of the Corporation shall be held on the third Thursday of May in each and every year, or on any other date thirty (30) days before or thirty (30) days after such date, proper notice of which is given to (i) the Superintendent of Insurance of the State of New York; and (ii) the stockholders of record, the majority of whom do not timely object thereto, or the majority of whom have waived in writing notice of such meeting or attended such meeting, unless such attendance is specifically for the purpose of objecting to such meeting. At such annual meeting, directors shall be elected for the ensuing year, the directors to take office immediately upon election and to hold office until the next annual meeting and until their successors are elected. At each annual meeting, each stockholder of record on the books of the corporation, who shall have held shares in the same name for at least 30 continuous days prior to the meeting, shall be entitled to one vote in person or by proxy for each share of stock so held by him or it. Directors shall be chosen and elected by plurality of the whole number of shares voted at the meeting.

Whenever any vacancies shall occur in the board of directors by death, resignation or removal or otherwise, the remaining members of the board, at a meeting called for that purpose, or at any regular meeting, shall elect a director or directors to fill the vacancies thus occasioned, and each director so elected shall hold office for the unexpired term of the director whose place he has taken.

Each director shall be at least eighteen years of age.

Section 7. At all times, a majority of the directors of this Corporation shall be citizens and residents of the United States, and not less than one thereof shall be a resident of the State of New York.

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

Section 9. The amount of authorized capital of the Corporation shall be Twelve Million One Hundred Seventy Two Thousand Four Hundred and Eight Dollars (\$12,172,408) to consist solely of 1,521,551 shares of common stock at \$8.00 par value each.

The holders of shares of common stock shall be entitled to receive such dividends as from time to time may be declared by the Board of Directors of the Corporation. In the event of

any liquidation, dissolution or winding up of the corporation, whether voluntary or involuntary, the holders of common stock shall be entitled to share ratably according to the number of shares of common stock held by them in all remaining assets of the Corporation available for distribution to its stockholders.

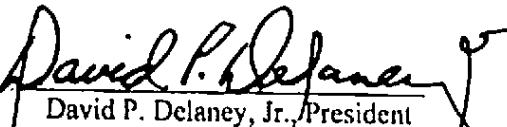
Section 10. The board of directors, at its annual meeting which shall be held immediately after the annual meeting of the members, shall elect a President, a Secretary, and a Treasurer, and it may at its option at any time appoint or elect such other officers as shall be provided in the by-laws. In case a quorum is not present at such meeting, the same shall be adjourned to another day by the directors present. Officers elected by the board shall respectively hold office until the next annual meeting, and until their successors are chosen and have qualified. Other officers shall serve at the pleasure of the board unless otherwise provided in the by-laws. Vacancies in the elective offices occurring in the interval between annual meetings may be filled at any time by the board of directors and a person so selected shall hold office until his successor is chosen and has qualified. One person may hold two or more offices if it shall be so provided in the by-laws, except for the office of president.

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

The undersigned hereby affirms, under the penalties of perjury, that the above certificate is true.

Dated: February 4, 2022

**LANCER INDEMNITY COMPANY**

By:   
David P. Delaney, Jr., President

By:   
John A. Petrilli, Secretary