

# J85204

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From: Nery C. Toledo, Legal Assistant  
Account Name : AKERMAN, SENTERFITT & EIDSON, P.A.  
Account Number : 075471001363  
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## MERGER OR SHARE EXCHANGE MAPFRE INSURANCE COMPANY OF FLORIDA

Certificate of Status	0
Certified Copy	1
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*Merger*  
3/24/03  
*K. C. [Signature]*

ARTICLES OF MERGER  
Merger Sheet

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MERGING:

MAPFRE INSURANCE COMPANY OF AMERICA, INC., a Florida corporation,  
document number K14482

INTO

**MAPFRE INSURANCE COMPANY OF FLORIDA**, a Florida entity, J85204

File date: March 25, 2003

Corporate Specialist: Karen Gibson



FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

March 24, 2003

MAPFRE INSURANCE COMPANY OF FLORIDA  
801 PONCE DE LEON BLVD  
SUITE 600  
CORAL GABLES, FL 33134US

SUBJECT: MAPFRE INSURANCE COMPANY OF FLORIDA  
REF: J85204

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refax the complete document, including the electronic filing cover sheet.

THE MERGER NEEDS APPROVAL OF THE OFFICE OF FINANCIAL INSTITUTIONS. THEIR ADDRESS IS : OFFICE OF FINANCIAL INSTITUTIONS, 200 E. GAINES STREET , TALLAHASSEE, FL 32399-0371

PLEASE DELETE THE FKA NAME THROUGHOUT THE DOCUMENT. IT IS NOT REQUIRED OR DESIRED AND IT IS NOT ENTIRELY CORRECT. THE ACTUAL FKA NAME IS "CONSOLIDATED PROPERTY & CASUALTY INSURANCE COMPANY".

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6880.

Karen Gibson  
Document Specialist

FAX Aud. #: H0300088883  
Letter Number: 103A00017867

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SECRETARY OF STATE  
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**ARTICLES OF MERGER  
OF  
MAPFRE INSURANCE COMPANY OF AMERICA, INC.  
WITH AND INTO  
MAPFRE INSURANCE COMPANY OF FLORIDA,**

The following Articles of Merger have been duly adopted and are submitted in accordance with the Florida Business Corporation Act, pursuant to Sections 607.1104 and 607.1105 of the Florida Statutes:

**First:** The name and jurisdiction of the surviving corporation ("Surviving Entity") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Mapfre Insurance Company of Florida	Florida	J85204

**Second:** The name and jurisdiction of the merging corporation ("Merging Entity") is:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Mapfre Insurance Company of America, Inc.	Florida	K14482

**Third:** At the Effective Time (as defined below) of the merger, the Merging Entity shall be merged with and into the Surviving Entity and the separate existence of the Merging Entity shall cease. The Surviving Entity is the surviving corporation of the Merger. A copy of the Agreement and Plan of Merger is attached hereto as Exhibit A and made a part hereof by reference as if fully set forth herein.

**Fourth:** The merger shall become effective ("Effective Time") at 11:59 p.m., on the day these Articles of Merger are filed with the Secretary of State of the State of Florida.

**Fifth:** The Agreement and Plan of Merger was approved by the Board of Directors of the Surviving and the Merging Entity by resolution dated as of March 18, 2003, in accordance with applicable Florida law.

**Sixth:** Shareholder approval is not required since the Merging Entity and the Surviving Entity are both 100% owned by the same parent, Mapfre Corporation of Florida, Inc.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

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T-415 P.04/20 F-443

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IN WITNESS WHEREOF, the parties have executed and delivered these Articles Merger  
as of March 18, 2003.

SURVIVING ENTITY:

MAPFRE INSURANCE COMPANY OF  
FLORIDA

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MERGING ENTITY:

MAPFRE INSURANCE COMPANY OF  
AMERICA, INC.

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

{MT902119:3}

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## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is made and entered into as of the 31<sup>st</sup> day of December, 2002, by and among Mapfre Insurance Company of America, Inc., a Florida corporation (the "Merging Corporation"), and Mapfre Insurance Company of Florida ~~the Consolidated Property and Casualty Insurance Company~~, a Florida corporation (the "Surviving Entity").

### RECITALS

WHEREAS, the Merging Corporation is a corporation duly organized and existing under and by virtue of the laws of the State of Florida; and

WHEREAS, Mapfre Corporation of Florida, Inc. (the "Parent Company") the sole shareholder of the Merging Corporation, is also the sole shareholder of the Surviving Entity;

WHEREAS, pursuant to duly authorized action by their respective board of directors, and shareholders, the Merging Corporation and the Surviving Entity have determined that they shall merge (the "Merger") upon the terms and conditions and in the manner set forth in this Agreement and in accordance with applicable law; and

WHEREAS, the parties intend for the Merger to constitute a tax free reorganization under Section 368(a)(1)(A) and Section 368(a)(1)(F) of the Internal Revenue Code of 1986, as amended;

### WITNESSETH:

NOW THEREFORE, in consideration of the mutual premises herein contained, and as permitted under F.S. 607.1104, the Merging Corporation and the Surviving Entity hereby agree as follows:

1. MERGER. The Merging Corporation and the Surviving Entity agree that the Merging Corporation shall be merged with and into the Surviving Entity, as a single and surviving entity, upon the terms and conditions set forth in this Agreement and that the Surviving Entity shall continue under the laws of the State of Florida as the Surviving Entity.

2. SURVIVING ENTITY. At the Effective Time (as defined below) of the Merger:

(a) The Surviving Entity shall be the surviving entity of the Merger, and shall continue to exist as a corporation under the laws of the State of Florida, with all of the rights and obligations as are provided by the Florida Statutes.

(b) The Merging Corporation shall cease to exist, and its property shall become the property of the Surviving Entity as the surviving entity of the Merger.

{M1830320;1}

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3. **CHARTER DOCUMENTS.** At the Effective Time, the Articles of Incorporation of the Surviving Entity shall continue as the Articles of Incorporation of the Surviving Entity.

4. **MANNER AND BASIS OF CONVERTING SHARES.** At the Effective Time, (i) all of the issued and outstanding shares of capital stock of the Merging Corporation shall be surrendered to the Surviving Entity and canceled, and 10,000 shares of capital stock of the Surviving Entity by the Parent Company will be issued in exchange therefor, and (ii) all of the outstanding shares of capital stock of the Surviving Entity shall remain outstanding, and the Parent Company of the Surviving Entity shall continue to be the sole shareholder of the Surviving Entity.

5. **APPROVAL.** The Merger contemplated by this Agreement has previously been submitted to and approved by the respective board of directors and shareholders of the Merging Corporation and the Surviving Entity. The proper officers of the Merging Corporation and the Surviving Entity shall be, and hereby are, authorized and directed to perform all such further acts and execute and deliver to the proper authorities, including without limitation, the Florida Department of Insurance, for filing all documents, as the same may be necessary or proper to render effective the Merger contemplated by this Agreement.

6. **EFFECTIVE TIME OF MERGER.** The Merger shall be effective five (5) business days after approval for this merger is obtained from the Florida Department of Insurance (the "Effective Time").

7. **MISCELLANEOUS.**

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.

(b) **No Third Party Beneficiaries.** The terms and conditions of this Agreement are solely for the benefit of the parties hereto and the shareholders of the Merging Corporation and the shareholders of the Surviving Entity, and no person not a party to this Agreement shall have any rights or benefits whatsoever under this Agreement, either as a third party beneficiary or otherwise.

(c) **Complete Agreement.** This Agreement constitutes the complete Agreement between the parties and incorporates all prior agreements and representations in regard to the matters set forth herein and it may not be amended, changed or modified except by a writing signed by the party to be charged by said amendment, change or modification.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one Agreement.

[M1830320,1]

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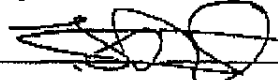
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IN WITNESS WHEREOF, Mapfre Insurance Company of America, Inc. and Mapfre Insurance Company of Florida *f/k/a* Consolidated Property and Casualty Insurance Company have caused this Agreement to be entered into as of the date first above written.

CONSTITUENT ENTITIES:


MERGING CORPORATION:

MAPFRE INSURANCE COMPANY OF AMERICA, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SURVIVING ENTITY:

MAPFRE INSURANCE COMPANY OF FLORIDA ~~THE CONSOLIDATED PROPERTY AND CASUALTY INSURANCE COMPANY~~

  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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DEPARTMENT OF FINANCIAL SERVICES  
FINANCIAL SERVICES COMMISSION  
OFFICE OF INSURANCE REGULATION

KEVIN M. MCCARTY  
DIRECTOR

JOE PUGH  
GOVERNOR

TOM GALLAGHER  
CHIEF FINANCIAL OFFICER

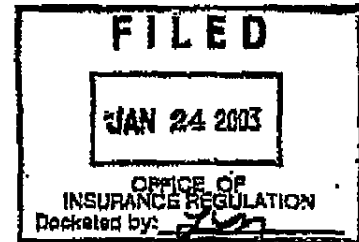
CHARLES CREST  
ATTORNEY GENERAL

CHARLES BRONKHORST  
COMMISSIONER OF  
AGRICULTURE

IN THE MATTER OF:

CASE NO: 64918-02-00

Application for Merger of MAPFRE INSURANCE  
COMPANY OF AMERICA, a Domestic Insurer, Into  
MAPFRE INSURANCE COMPANY OF FLORIDA,  
a Domestic Insurer



**CONSENT ORDER**

THIS CAUSE came on for consideration upon the filing by MAPFRE INSURANCE COMPANY OF FLORIDA, (hereinafter the "MAPFRE FL"), with the OFFICE OF INSURANCE REGULATION OF THE FINANCIAL SERVICES COMMISSION within the DEPARTMENT OF FINANCIAL SERVICES, (hereinafter referred to as the "OFFICE"), (hereinafter "APPLICATION") for approval of the merger of MAPFRE INSURANCE COMPANY OF AMERICAN (hereinafter "MICA"), a licensed domestic insurer, into MAPFRE FL, pursuant to Section 628.451, Florida Statutes. The OFFICE having considered said application and, being otherwise advised in the premises, finds as follows:

1. The OFFICE has jurisdiction over the subject matter and of the parties herein.
2. MAPFRE FL has applied for and, subject to the conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval of the merger of MICA into MAPFRE FL.

3. **MAPFRE FL and MICA are licensed insurers legally domiciled in the state of Florida that are wholly owned by MAPFRE CORPORATION OF FLORIDA (hereinafter "MAPCORP"). MAPCORP is wholly owned by MAPFRE USA, which is wholly owned by Mapfre America, S.A. (hereinafter "MAPFRE AMERICA"), which is owned 81.05% by Corporation Mapfre of Spain (hereinafter "CORPORACION MAPFRE"), which is in turn owned 51% by MAPFRE MUTUALIDAD, a mutual insurer domiciled in Spain, and 6.30% by STATE STREET BANK (hereinafter "STATE STREET"). No other individual or entity owns or controls, directly or indirectly, five percent (5%) or more of CORPORACION MAPFRE.**

4. **On September 13, 2002, MAPFRE FL and MICA entered into an AGREEMENT AND PLAN OF MERGER (hereinafter "AGREEMENT"). Pursuant to the AGREEMENT, all the issued and outstanding shares of capital stock of MICA shall be surrendered to MAPFRE FL and canceled, and ten thousand (10,000) shares of capital stock of MAPFRE FL by the Parent Company (i.e. MAPCORP) will be issued in exchange therefore. All of the outstanding shares of capital stock of MAPFRE FL shall remain outstanding, and MAPCORP shall continue to be the sole shareholder of MAPFRE FL.**

5. **Except as disclosed in materials provided with this APPLICATION, MAPFRE FL has made material representations that none of MAPFRE FL's stockholders holding a five percent (5%) or greater ownership interest, and none of its officers or directors, and none of the stockholders holding a five percent (5%) or greater ownership interest in MAPCORP, and none of its officers and directors, have been found guilty of, or have pleaded guilty or nolo contendere to, a felony or a misdemeanor other than a minor traffic violation without regard to whether a judgment or conviction was entered by the Court.**

MAR-25-03 02:45PM FROM-

SENT BY: AKERMAN, SENTERFITT  
LEGAL SERVICES

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Fax: 850-486-0697

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6. **MAPFRE FL** shall provide legible and complete fingerprint cards for all of its officers and directors, for all officers and directors, of **MAPCORP** and for **Filomeno Mira Camel**. If the completed fingerprint cards of any said stockholder, officer or director reveal that the representations in paragraph five (5) above are inaccurate, those individuals involved shall be removed as stockholder, officer or director of said companies within thirty (30) days after notification by the **DEPARTMENT**, and replaced with a person or persons acceptable to the **DEPARTMENT**.

7. **MAPFRE FL** has further represented that it has submitted complete information on each of such individuals and that if material information has not been provided, any such individual shall be removed within thirty (30) days of receipt of notification from the **OFFICE**.

8. If, upon receipt of such notification from the **OFFICE**, pursuant to paragraphs six (6) and seven (7) above, **MAPFRE FL** does not timely take the required corrective action, **MAPFRE FL** and **MAPCORP** agree that such failure to act would constitute an immediate danger to the public and the **OFFICE** immediately may suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of **MAPFRE FL** without further proceedings pursuant to Sections 120.569(2)(a) and 120.60(6), Florida Statutes.

9. **MAPFRE FL** has provided Disclaimer of Control Affidavits from **MAPFRE MUTUALIDAD** and **STATE STREET**, certifying that no person will exercise any control, directly or indirectly, over the activities of **MAPFRE FL**; or any entity owned or controlled by **MAPFRE FL** and licensed by the **OFFICE**. The representations made in the Disclaimer of Control Affidavits are material to the issuance of the Consent Order. Other than

those persons identified in paragraph (6) above, no person shall attempt to exercise or exercise any control, either directly or indirectly, over the activities of the MAPFRE FL without the advance written consent of the OFFICE.

10. Executive Order 13224, which was signed by President George Bush on September 23, 2001, and blocks the assets of terrorist and terrorist support organizations identified by the Office of Foreign Assets Control of the Treasury Department. The Executive Order also prohibits any transactions by U.S. persons involving the blocked assets and interests. The list of identified terrorists and terrorist support organizations is periodically updated at the Treasury Department's website, [www.treas.gov/ofac](http://www.treas.gov/ofac).

11. MAPFRE FL shall establish and adhere to necessary procedures to detect and prevent prohibited transactions with individuals and entities which have been identified at the Office of Foreign Assets Control website of the Treasury Department.

12. MAPFRE FL affirms that all statements, explanations, representations, documents, and requirements set forth herein are material to the issuance of this Consent Order. MAPFRE FL further represents that the information, documents and explanations provided to the OFFICE fully describe all transactions, agreements, and understandings with regard to the merger of MICA into MAPFRE FL.

13. MAPFRE FL shall comply with its Plan of Operation and supporting documents as submitted with this APPLICATION. Prior written approval shall be secured from the OFFICE before any deviation from said plan and supporting documents.

14. MAPFRE FL shall continue to maintain its principal place of business in Florida and shall make available to the OFFICE complete records of its affairs as required by

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SENT BY: AKERMAN, SENTERFITT  
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Section 624.443, Florida Statutes. MAPFRE FL shall also maintain its offices, records, and assets in Florida as required by Section 628.271, Florida Statutes.

15. Custody of all assets of MAPFRE FL shall be maintained in Florida. The physical form, if any, of the assets shall be maintained in Florida, or in compliance with Section 628.511, Florida Statutes.

16. MAPFRE FL shall within thirty (30) days of execution of the Consent Order, submit to the OFFICE the final executed Service of Process Consent and Agreement, and all final executed contracts of each contract submitted by MAPFRE FL with this

**APPLICATION.**

17. For a period of three (3) years from the date of execution of this Consent Order, MAPFRE FL shall submit to the OFFICE any contracts or agreements that MAPFRE FL enters into with any affiliated person or entity, for any services provided. All such contracts and agreements shall be in writing and shall be submitted to the OFFICE for the OFFICE's review and prior written approval. For purposes of this paragraph, an affiliated person or entity is a person or entity which owns five percent (5%) or more of the stock of MAPFRE FL or MAPCORP, an entity which is owned or controlled by MAPFRE FL or MAPCORP, or an employee, officer, or director of MAPFRE FL or MAPCORP.

18. All contracts between MAPFRE FL and any affiliate for marketing or other administrative services shall comply with the following requirements:

- (a) The insurer must have the right to terminate the contract for cause;
- (b) The contract shall contain a provision with respect to the underwriting or other standards pertaining to the business underwritten by the insurer,

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SENT BY: AKKEMAN, DENICOR III  
LEGAL SERVICES

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(c) The contract shall be retained as part of the official records of both the affiliate and the insurer for the term of the contract and five (5) years afterward;

(d) Payment to the affiliate of any premiums or charges for insurance by or on behalf of the insured shall be deemed to have been received by the insurer, and return premiums or claims payments forwarded by the insurer to the affiliate shall not be deemed to have been paid to the insured or claimant until such payments are received by the insured or claimant;

(e) The affiliate shall hold all funds collected on behalf of or for the insurer as well as all return premiums received from the insurer in a fiduciary capacity in trust accounts;

(f) The affiliate shall adhere to underwriting standards, rules, procedures and manuals setting forth the rates to be charged, and the conditions for the acceptance or rejection of risks as determined by the insurer;

(g) All fees and charges must be specified in the contract and they must be comparable to fees charged to any other insurer for which similar contracted services are provided by the affiliate; or, if the affiliate does not perform such services for other insurers, the fees charged must be reasonable in relation to the services provided;

(h) All claims paid by the affiliate from funds collected on behalf of the insurer shall be paid only on drafts of, and as authorized by, such insurer;

(i) The insurer shall retain the right of continuing access to books and records maintained by the affiliate sufficient to permit the insurer to fulfill all of its contractual obligations to insured persons, subject to any restrictions in the written agreement between the insurer and the affiliate on the proprietary rights of the parties in such books and records;

(i) The affiliate shall provide a written notice approved by the insurer to insured individuals advising them of the identity of, and relationship among, the affiliate, the policyholder, and the insurer; and

(k) Any policies, certificates, booklets, termination notices, or other written communications delivered by the insurer to the affiliate for delivery to its policyholders shall be delivered by the affiliate promptly after receipt of instructions from the insurer to deliver them.

19. Any managing general agent and related contracts entered into by MAPFRE FL following issuance of this Consent Order shall meet the requirements of Sections 626.015(16) and 626.7451, Florida Statutes. MAPFRE FL shall obtain written approval from the OFFICE prior to contracting with any managing general agent or charging any policy fees related to contracting with a managing general agent.

20. APPLICANT shall comply with Sections 624.404(4) and 624.610, Florida Statutes.

21. During the next three (3) years of operations, MAPFRE FL shall pay only those dividends that have been approved in advance and in writing by the OFFICE.

22. All fees paid by MAPFRE FL to any affiliate shall be commensurate with the services provided and shall be in accordance with Rule 4-143.047, Florida Administrative Code.

23. MAPFRE FL shall file with the OFFICE updates to its Holding Company Registration Statements as required by Section 628.801, Florida Statutes, and Rule 4-143.046, Florida Administrative Code, within thirty (30) days following Closing of the transaction and shall otherwise comply with Section 628.801, Florida Statutes.

24. The parties agree that this Consent Order shall be deemed voided should the contemplated transaction, as more fully described in detail in the **APPLICATION**, not take place within thirty (30) days from execution of this Consent Order. Further, **MAPFRE FL** shall provide to the **OFFICE** copies of the Closing documents by close of business on the 5<sup>th</sup> day following Closing.

25. The **OFFICE**, **MAPFRE FL**, **MICA** and **MAPCORP** expressly waive a hearing in this matter, and the making of Findings of Fact and Conclusions of Law by the **OFFICE** and all further and other proceedings herein to which the parties may be entitled by law or rules of the **OFFICE**. **MAPFRE FL**, **MICA** and **MAPCORP** hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum now available to them, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

26. Each party to this action shall bear its own costs and fees except as otherwise provided.

27. The parties agree that this Consent Order will be deemed to be executed when agency head or his designee has signed a copy of this Consent Order bearing the signature of the **MAPFRE FL**, **MICA** and **MAPCORP**, or their authorized representatives, notwithstanding the fact that the copy was transmitted to the agency by facsimile machine.



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LEGAL SERVICES

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**THEREFORE**, subject to the conditions set forth above, the proposed merger of **MAPFRE INSURANCE COMPANY OF AMERICA** into **MAPFRE INSURANCE COMPANY OF FLORIDA**, and the transactions contemplated by the **APPLICATION** are **APPROVED**, and **FURTHER**, all terms and conditions contained herein are hereby **ORDERED**.

**DONE and ORDERED** this 24<sup>th</sup> day of January, 2003.



  
\_\_\_\_\_  
**KEVIN McCARTY**  
Office of Insurance Regulation

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

MAPFRE INSURANCE COMPANY OF FLORIDA

*[Handwritten Signature]*

By: \_\_\_\_\_

Print Name: Antonio Huertas

Corporate Seal

Title: President

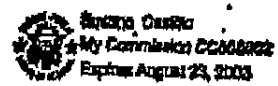
Date: 1/22/03

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Antonio Huertas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

Subscribed and sworn to before me this 22nd day of January 2003

Signature *[Handwritten Signature]*  
(Signature of Notary Public)

[NOTARIAL SEAL]



My Commission Expires:



MAR-25-03 02:48PM FROM-

SENT BY: AKERMAN, SENTERFITT 1 1-28- 3 :11:47AM :

Miami Office

T-415 P.19/20 F-443

By execution hereof, MAPFRE CORPORATION OF FLORIDA, INC. consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind MAPFRE CORPORATION OF FLORIDA, INC. to the terms and conditions of this Consent Order.

MAPFRE CORPORATION OF FLORIDA, INC.

By: [Signature]

Print Name: Antonio Huetar

Title: President

Date: \_\_\_\_\_

Corporate Seal

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared Antonio Huetar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

Subscribed and sworn to before me this 22<sup>nd</sup> day of January 2003

Signature [Signature]  
(Signature of Notary Public)

[NOTARIAL SEAL]

My Commission Expires:

Supra Credit  
My Commission COMMENCE  
Expires August 23, 2003

MAR-25-03 02:48PM FROM-

T-415 P.20/20 F-443

SENT BY: AKERMAN, SENTERPITT ; 1-23- 8 11:48AM ;  
LEGAL SERVICES Fax:8504880697

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Jan 21 '03 13:19

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P.15

**COPIES FURNISHED TO:**

**ANTONIO HUERTAS, PRESIDENT**  
Mapfre Insurance Company of Florida  
Mapfre Insurance Company of America  
Mapfre Corporation of Florida, Inc.  
3401 NW 82<sup>nd</sup> Avenue  
Miami, FL 33122

**FLOMENO MIRA CANDEL, FIRST VICE-PRESIDENT**  
Mapfre Mutualidad  
c/o Mapfre Corporation of Florida  
3401 NW 82<sup>nd</sup> Avenue  
Miami, FL 33122

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**STROM MAXWELL, ESQUIRE**  
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