

P000000117678

FRED DUDLEY
Requester's Name

301 S. BEDFORD ST STE. 200
Address

TALLAHASSEE, FL
City/State/Zip Phone #

FILE 3RD

Office Use Only

CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. THE ARIES INSURANCE COMPANY G51265
(Corporation Name) (Document #)
2. THE GREEN TREE INSURANCE COMPANY, INC.
(Corporation Name) (SURVIVOR) (Document #) (NEW DOMESTICATED CORP)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☐ Walk in ☐ Pick up time _____ ☐ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☐ Certificate of Status

NEW FILINGS

- ☐ Profit
☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☒ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

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-12/28/00--01025--025
****330.00 *****78.75

FILED
00 DEC 28 PM 1:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EFFECTIVE DATE
12/31/00

Examiner's Initials

SP

ARTICLES OF MERGER
Merger Sheet

MERGING:

THE ARIES INSURANCE COMPANY, a Florida corp., G51265

INTO

THE GREEN TREE INSURANCE COMPANY, INC., a Florida entity,
P00000117678

File date: December 28, 2000, effective December 31, 2000

Corporate Specialist: Susan Payne

FILED
00 DEC 28 PM 1:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

OF

THE ARIES INSURANCE COMPANY
(a Florida corporation)

EFFECTIVE DATE
12/31/00

WITH AND INTO

THE GREEN TREE INSURANCE COMPANY, INC.
(a Florida corporation)

Pursuant to the provisions of Section 607.1105 of the Florida Business Corporation Act (the "Act"), The Green Tree Insurance Company, Inc., a Florida corporation ("Green Tree"), and The Aries Insurance Company, a Florida corporation ("Aries"), hereby execute and adopt the following Articles of Merger as of Dec 31, 2000 and certify as follows:

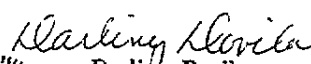
1. The names of the corporations which are parties to the merger contemplated by these Articles of Merger (the "Merger") are The Green Tree Insurance Company, Inc. and The Aries Insurance Company. The Green Tree Insurance Company, Inc. is the surviving corporation in the Merger.
2. A copy of the Plan of Merger is attached hereto as Exhibit "A" and is incorporated herein by reference as if fully set forth herein.
3. The Plan of Merger was approved by the Boards of Directors and the Shareholders of Aries and Green Tree on Dec 14th, 2000.
4. The effective date of the Merger shall be the date hereof.

IN WITNESS WHEREOF, the parties have caused these Articles of Merger to be executed as of the date first above written.

THE GREEN TREE INSURANCE
COMPANY, INC.


[Paul Fraynd]
President

FT074279;1


Darlincy Davila
Commission # CC 940208
Expires June 10, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

THE ARIES INSURANCE COMPANY

Paul Fraynd
Paul Fraynd
President

By: *Paul Fraynd*



Darliny Davila

Darliny Davila
Commission # CC 940208
Expires June 10, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

EXHIBIT A

PLAN OF MERGER

This Plan of Merger (the "Plan") has been adopted as of the 31st day of December, 2000 by the Green Tree Insurance Company, Inc., a Florida corporation ("Green Tree"), and The Aries Insurance Company, a Florida corporation ("Aries").

RECITALS

The boards of directors and the shareholders of Green Tree and Aries have determined that it is advisable and in the best interest of Aries and Green Tree, that Aries be merged (the "Merger") with and into Green Tree on the terms and subject to the conditions set forth herein.

ARTICLE I

The Merger

At the Effective Time (as defined in Article V hereof), Aries shall be merged with and into Green Tree in accordance with the Florida Business Corporation Act and the separate existence of Aries shall cease and Green Tree shall thereafter continue as the surviving corporation (the "Surviving Corporation") under the laws of the State of Florida.

ARTICLE II

The Surviving Corporation

- a. At the Effective Time, the Articles of Incorporation of Green Tree, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation.
- b. At the Effective Time, the Bylaws of Green Tree, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, until thereafter altered, amended or repealed.
- c. At the Effective Time, the officers and directors of Green Tree shall be the officers and directors of the Surviving Corporation until their successors are elected and have qualified.

ARTICLE III

Manner and Basis of Converting Shares

a. At the Effective Time, each share of common stock, par value \$1.00 per share, of Aries which shall be issued and outstanding shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive ONE ²⁵ share~~s~~ of common stock, [par value \$1.00 per share], of the Surviving Corporation upon surrender of any certificate thereof.

b. At the Effective Time, each share of capital stock of Aries immediately prior to the Effective Time shall be canceled and extinguished.

ARTICLE IV

Effect of Merger

a. At the Effective Time all ownership interest in Green Tree Insurance Group Inc. shall become the property of Onyx Insurance Group, Inc.

b. At the Effective Time, all property except as set forth in a rights, privileges, powers and franchises of Aries shall vest in the Surviving Corporation, and all liabilities and obligations of Aries shall become liabilities and obligations of the Surviving Corporation.

ARTICLE V

Effective Time

As used in this Agreement, the term "Effective Time" shall mean the time of filing of the Articles of Merger with the Secretary of State of the State of Florida, which filing the officers of Green Tree shall effect at such time as shall be determined by the officer filing the same to be necessary or appropriate.

ARTICLE VI

Amendment, Modification and Termination

Either Aries or Green Tree may amend, terminate and/or abandon the Merger at any time prior to the Effective Time.

**JOINT WRITTEN CONSENT OF THE BOARD OF DIRECTORS
AND THE SHAREHOLDERS OF THE ARIES INSURANCE COMPANY
IN LIEU OF A MEETING**

The undersigned, constituting all of the Directors and at least a majority of the Shareholders of The Aries Insurance Company, a Florida corporation (the "Corporation"), do hereby consent to the following actions in accordance with Chapter 607, Florida Statutes:


RESOLVED, that the forms, terms and provisions of the Plan of Merger, dated as of Dec 31, 2000 (the "Plan of Merger"), by and between the Corporation and The Green Tree Insurance Company, Inc., a Florida corporation, substantially in the form of the draft previously reviewed by the Directors and the Shareholders of the Corporation, is hereby, in all respects approved and adopted; and

FURTHER RESOLVED, that any officer of the Corporation, and each of them acting singly, is hereby authorized and directed to execute and deliver and file with the Secretary of State of the State of Florida, the Articles of Merger in accordance with the Plan of Merger, with such changes therein as may be approved by the officers executing the same, the execution thereof to be conclusive evidence of such approval; and

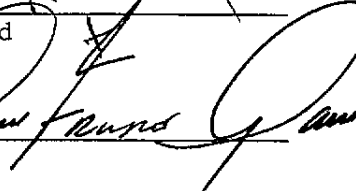
FURTHER RESOLVED, that any officer of the Corporation, and each of them acting singly, is hereby authorized and directed to execute and deliver any agreements, instruments or other documents and to take such other action as he or she shall deem necessary or appropriate to carry out the purpose of the aforementioned resolutions, and the taking of any such action shall be conclusive evidence that the same was authorized and ratified hereby.

IN WITNESS WHEREOF, the undersigned have executed this Joint Written Consent of the Directors and the Shareholders in Lieu of a Meeting effective as of Dec 14, 2000.

DIRECTORS

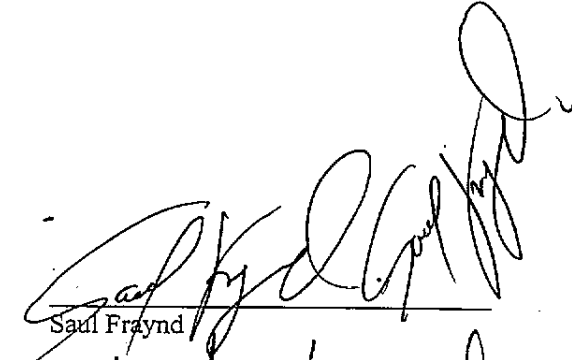

Marcos Fraynd

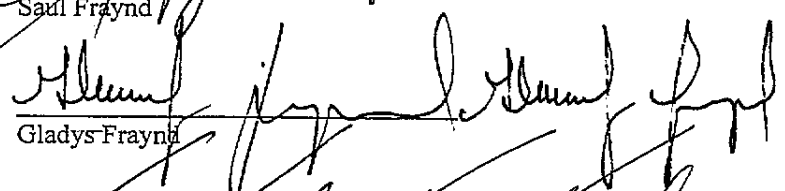

Paul Fraynd

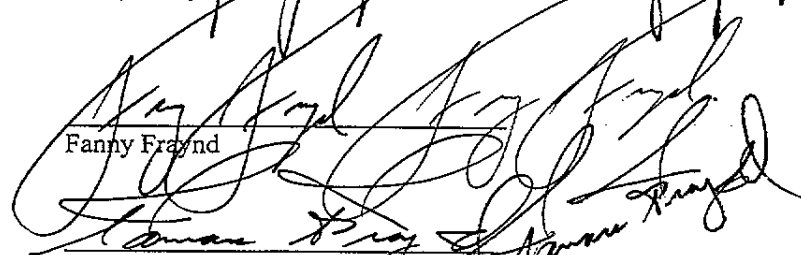

Darlincy Davila

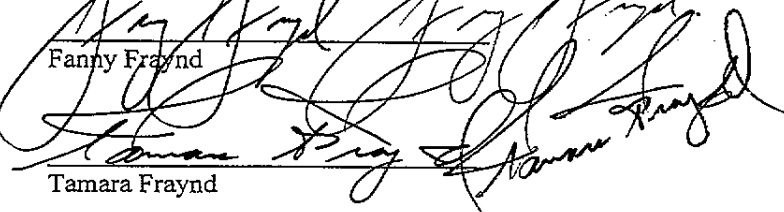


Commission # CC 940208
Expires June 10, 2004
Bonded Thru
Atlantic Bonding Co., Inc.


Saul Fraynd


Gladys Fraynd

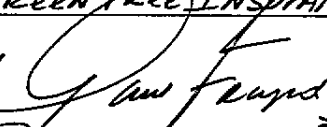

Fanny Fraynd


Tamara Fraynd

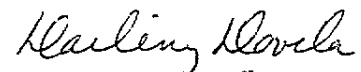
SHAREHOLDERS

ONYX INSURANCE GROUP, INC.

GREEN TREE INSURANCE GROUP, INC.

by 
PAUL FRAYND, President





Darlincy Davila
Commission # CC 940208
Expires June 10, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

The undersigned, constituting all of the Directors and at least a majority of the Shareholders of The Green Tree Insurance Company, Inc., a Florida corporation (the "Corporation"), do hereby consent to the following actions in accordance with Chapter 607, Florida Statutes:

FURTHER RESOLVED, that any officer of the Corporation, and each of them acting singly, is hereby authorized and directed to execute and deliver and file with the Secretary of State of the State of Florida, the Articles of Merger in accordance with the Plan of Merger, with such changes therein as may be approved by the officers executing the same, the execution thereof to be conclusive evidence of such approval; and

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Directors and the Shareholders in Lieu of a Meeting effective as of Dec 14, 2000.

s in Lieu of a Meeting effective, as of Dec 14,

DIRECTORS

Paul Fraynd
PAUL FRAYND

Paul Fraynd
PAUL FRAYND

SAUL FRAYND.

Darliny Davila
Darliny Davila
Commission # CC-940208
Expires June 10, 2004
Bonded Thru
Atlanta Training Co., Inc.

21
Marcos Freynde

21
Gladys Freynde

Tamara Freynde

Fanny Freynde

Salomon Singer

SHAREHOLDERS

GREEN TREE INSURANCE GROUP, INC.

by:

Paul Frano
President

Paul Frano



Darliny Davila

Darliny Davila
Commission # CC 940208
Expires June 10, 2004
Bonded Thru
Atlantic Bonding Co., Inc.



FILED

DEC 29 2000

THE TREASURER OF THE STATE OF FLORIDA
DEPARTMENT OF INSURANCE

BILL NELSON

Treasurer and
Insurance Commissioner
Docketed by: 08

IN THE MATTER OF:

CASE NO.: 39455-00-CO

Proposed Redomestication of THE GREEN TREE
INSURANCE COMPANY, INC., Proposed Merger
of AMERICAN SKYHAWK INSURANCE COMPANY,
a Florida-domiciled insurer, with and into ARIES
INSURANCE COMPANY, a Florida-domiciled insurer,
Proposed Merger of ARIES INSURANCE COMPANY
with and into THE GREEN TREE INSURANCE
COMPANY, INC., a Florida-domiciled insurer, and Name
Change of THE GREEN TREE INSURANCE COMPANY, INC.,
to ARIES INSURANCE COMPANY

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing with the FLORIDA DEPARTMENT OF INSURANCE (hereinafter referred to as "DEPARTMENT") of an application for redomestication by THE GREEN TREE INSURANCE COMPANY, INC. (hereinafter referred to as "APPLICANT"), currently a Pennsylvania-domiciled insurer, for the issuance of a Certificate of Authority as an authorized Florida domestic property and casualty insurer, pursuant to Sections 624.401, 624.404, and 624.413, Florida Statutes, to write the following lines of insurance in this state: Fire (0010), Allied Lines (0020), Commercial Multi-Peril (0050), Inland Marine (0090), Workers' Compensation (0160), Other Liability (0170), Private Passenger Auto Liability (0192), Commercial Auto Liability (0194), Private Passenger Physical Damage (0211), and Commercial Auto Physical Damage (0212); a request for the approval of the merger of AMERICAN SKYHAWK INSURANCE COMPANY (hereinafter

referred to as "AMERICAN"), a Florida-domiciled insurer, with and into ARIES INSURANCE COMPANY (hereinafter referred to as "OLD ARIES"), a Florida-domiciled insurer, pursuant to Section 628.451, Florida Statutes; a request for the approval of the merger of OLD ARIES with and into APPLICANT, pursuant to Section 628.451, Florida Statutes; and the corporate name change of THE GREEN TREE INSURANCE COMPANY, INC. to ARIES INSURANCE COMPANY. The Treasurer and Insurance Commissioner having considered said application and, being otherwise advised in the premises, finds as follows:

1. The Treasurer and Insurance Commissioner, as head of the DEPARTMENT, has jurisdiction over the subject matter and of the parties herein.

2. APPLICANT has applied for and, subject to the conditions established herein, has satisfactorily met all of the conditions precedent to the granting of its redomestication to become a domestic insurer in the State of Florida, pursuant to the requirements set forth in the Florida Insurance Code.

3. APPLICANT and OLD ARIES have applied for and, subject to the conditions established herein, have satisfactorily met all of the conditions precedent to the granting of approval of the mergers of AMERICAN with and into OLD ARIES, and, immediately thereafter, of OLD ARIES with and into APPLICANT, pursuant to the requirements set forth in the Florida Insurance Code. These transactions shall hereinafter be referred to as the "MERGERS".

4. APPLICANT has applied for and, subject to the conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval to change its name to ARIES INSURANCE COMPANY.

5. APPLICANT is the wholly owned subsidiary of THE GREEN TREE INSURANCE GROUP (hereinafter referred to as "GTIG"), which in turn is owned fifty percent

(50%) by OLD ARIES and thirty nine and one tenth percent (39.1%) by the ONYX INSURANCE GROUP, INC. (hereinafter referred to as "ONYX"). OLD ARIES is owned one hundred percent (100%) by ONYX, which in turn is twenty percent (20%) owned by THE FIREMARK GLOBAL INSURANCE FUND, L.P., and eighty percent (80%) owned by THE FENIX FINANCIAL GROUP, INC. (hereinafter referred to as "FENIX").

6. FIREMARK GLOBAL INSURANCE FUND, L.P. is owned by FIREMARK ADVISORS, INC. and MICHAEL J. MORRISSEY. FIREMARK ADVISORS, INC. is owned one hundred percent (100%) by FIREMARK GROUP INC., which is ultimately owned forty-seven and one-half percent (47.5%) by MICHAEL J. MORRISSEY, forty-seven and one-half percent (47.5%) by JOANNE S. MORRISSEY and five percent (5%) by PHILLIP A. TURBERG (hereinafter referred to as "FIREMARK ULTIMATE PARENTS").

7. FENIX is owned twenty six percent (26%) by MARCOS FRAYND, twenty percent (20%) by PAUL FRAYND, twenty percent (20%) by SAUL FRAYND, fifteen percent (15%) by GLADYS FRAYND, and fifteen percent (15%) by FANNY FRAYND (hereinafter referred to as "FENIX ULTIMATE PARENTS"). No other entity or individual directly or indirectly owns or controls five percent (5%) or more of FENIX.

8. APPLICANT has represented the transactions will take place in the following order: APPLICANT will redomesticate to Florida, AMERICAN SKYHAWK will merge with and into OLD ARIES, and OLD ARIES will merge with and into APPLICANT. As a result of the MERGERS, OLD ARIES and AMERICAN will cease to exist, and APPLICANT will become the surviving entity wholly owned by GTIG. In addition, immediately following the MERGERS, APPLICANT will change its name to ARIES INSURANCE COMPANY, the name of the then dissolved OLD ARIES.

9. Upon consummation of the MERGERS, APPLICANT will be a licensed insurer legally domiciled in the State of Florida and subject to the jurisdiction and regulation of the DEPARTMENT, pursuant to Florida Statutes.

10. APPLICANT has represented to the DEPARTMENT that the purpose of the MERGERS is to provide more streamlined management and to reduce costs.

11. APPLICANT has made material representations that other than what has been disclosed to the DEPARTMENT, none of its stockholders holding a five (5%) or greater ownership interest, and none of its officers and directors, and none of the stockholders holding five (5%) or greater ownership interest in GTIG, and none of its officers and directors, and none of the FENIX ULTIMATE PARENTS, 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 of conviction was entered by the court.

12. APPLICANT represents that, collectively, the FENIX ULTIMATE PARENTS, pursuant to Section 628.461(12) Florida Statutes, through the ownership of FENIX, control eighty percent (80%) of ONYX and, together with OLD ARIES, have controlling interest over the APPLICANT. Based upon the ultimate control held by the FENIX ULTIMATE PARENTS, no further background information is required to be submitted by FIREMARK ULTIMATE PARENTS. APPLICANT and FENIX represent that FENIX shall always own at least a fifty-one percent (51%) or greater ownership interest in ONYX. The FENIX ownership interest in ONYX shall not drop below the fifty-one percent (51%) requirement without prior written approval of the DEPARTMENT.

13. APPLICANT shall submit legible fingerprint cards and background investigative reports for all of its stockholders holding a five (5%) or greater ownership interest, and all of its

officers and directors, and all of the stockholders holding five (5%) or greater ownership interest in GTIG, and all of its officers and directors, and all of the FENIX ULTIMATE PARENTS. If the completed fingerprint cards or background investigative reports of any of said stockholders, officers, or directors furnished to the DEPARTMENT or other sources utilized by the DEPARTMENT in its investigation process, reveal that the representations in paragraph eleven (11) above are inaccurate, those individuals involved shall, within thirty (30) days after notification by the DEPARTMENT, be removed as a stockholder, officer, or director of said company and replaced with a person acceptable to the DEPARTMENT.

14. APPLICANT has further represented that, except as noted in paragraph twelve (12), it has submitted complete information on each of such individuals and that, if material information has not been provided, any such officer or director shall be removed within thirty (30) days of receipt of notification from the DEPARTMENT. As to stockholders, APPLICANT shall, within thirty (30) days of receipt of notification from the DEPARTMENT, take all action within its authority to restrict the exercise of control by the stockholder and to effect the removal of the stockholder.

15. If, upon receipt of such notification from the DEPARTMENT pursuant to paragraphs thirteen (13) or fourteen (14), APPLICANT does not timely take the required corrective action, APPLICANT agrees that such failure to act would constitute an immediate danger to the public and the DEPARTMENT immediately may, in accordance with Section 120.569(2)(n) and 120.60(6), Florida Statutes, suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of APPLICANT.

16. APPLICANT materially represents that, other than as described in this Order, there are no plans or proposals to sell any of the assets or merge or consolidate with any person

or entity, or to make any other change in the business or corporate structure or management of the APPLICANT. Further, APPLICANT shall comply with the Plan of Operation and documents submitted with the application. Prior written approval shall be secured from the DEPARTMENT before any deviation from said plan and supporting documents.

17. APPLICANT shall continue to maintain its principal place of business in Florida and shall make available to the DEPARTMENT complete records of its affairs as required by Section 624.443, Florida Statutes. APPLICANT shall also maintain its office, records, and assets in Florida as required by Section 628.271, Florida Statutes.

18. All contracts or agreements that APPLICANT enters into with any affiliated person or entity, for any services provided shall be in writing and conform to the requirements of Rule 4-143.047, Florida Administrative Code. 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 APPLICANT, GTIC, ONYX INSURANCE GROUP, INC., FIREMARK GLOBAL INSURANCE FUND, L.P., FIREMARK ADVISORS, INC., FIREMARK GROUP INC., or THE FENIX FINANCIAL GROUP, INC., an entity which is owned or controlled by APPLICANT, GTIC, ONYX INSURANCE GROUP, INC., FIREMARK GLOBAL INSURANCE FUND, L.P., FIREMARK ADVISORS, INC., FIREMARK GROUP INC., or THE FENIX FINANCIAL GROUP, INC., or an employee, officer, or director of APPLICANT, GTIC, ONYX INSURANCE GROUP, INC., FIREMARK GLOBAL INSURANCE FUND, L.P., FIREMARK ADVISORS, INC., FIREMARK GROUP INC., or THE FENIX FINANCIAL GROUP, INC. For a period of three (3) years from the date of execution of this Consent Order, APPLICANT shall submit to the DEPARTMENT any such contracts or agreements, or any amendments thereto, for the DEPARTMENT's review and prior written approval, subject to the

requirements set forth in Rule 4-143.047, Florida Administrative Code. As to officers and employees, this provision does not apply to the contracts of employment that created the affiliate relationship.

19. All contracts between APPLICANT 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;
- (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, as described in section 625.012(5), Florida Statutes;
- (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 must conform to the requirements of Rule 4-143.047, Florida Administrative Code;

(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;

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

(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.

20. Any managing general agent and related contracts entered into by APPLICANT following the issuance of its Certificate of Authority shall meet the requirements of Sections 626.091 and 626.7451, Florida Statutes. As to contracts executed or amended after January 1, 2001, APPLICANT shall obtain written approval from the DEPARTMENT prior to contracting with, or amending, updating or otherwise changing any contract with any managing general agent, or charging any policy fees related to contracting with a managing general agent. Any contract, amendment, update, or other change submitted to the DEPARTMENT under this paragraph shall be deemed approved if the DEPARTMENT has not disapproved it within thirty (30) days after the contract, amendment, update, or other change is received by the DEPARTMENT.

21. APPLICANT shall maintain a deposit in the amount of no less than two million U.S. Dollars (\$2,000,000) with the Division of Treasury, Bureau of Collateral Securities, pursuant to Section 624.411, Florida Statutes. Amounts currently on deposit with Collateral Securities in excess of two million dollars (\$2,000,000) shall be released to APPLICANT. If APPLICANT's 2001 year end audited financial statement reflects that the APPLICANT has made a profit on its business operations (excluding any direct or indirect profit from the sale of real estate) this deposit requirement shall be reduced to one million dollars (\$1,000,000), provided however, any such reduction shall have no effect on deposit requirements imposed by other states.

22. Prior to May 1, 2001, APPLICANT shall comply with Sections 624.404(4), and 624.610(11), Florida Statutes. In addition, APPLICANT shall provide a true and correct copy of the entire treaty to the DEPARTMENT if so requested. Furthermore, APPLICANT shall immediately notify the DEPARTMENT in advance if APPLICANT plans any material changes in APPLICANT's reinsurance.

23. As to contracts executed or amended after January 1, 2001, APPLICANT shall cede reinsurance or otherwise contract for reinsurance only with those reinsurers who are authorized and/or approved by the DEPARTMENT or such other reinsurers as may be approved in advance and in writing by the DEPARTMENT.

24. APPLICANT shall file updates to its Holding Company Registration Statement as required by Section 628.801, Florida Statutes, and Rule 4-143.046, Florida Administrative Code, within thirty (30) days after entry of this Consent Order with the DEPARTMENT.

25. As of September 30, 2000, APPLICANT reports a total of five hundred thirty thousand five hundred eighty-eight dollars (\$530,588) in Tax Certificates as admitted assets of

the APPLICANT, OLD ARIES, and AMERICAN. APPLICANT has represented that it will dispose of all Tax Certificates by June 1, 2001. After June 1, 2001, all remaining Tax Certificates shall be reported as non-admitted assets in any financial statement filed with the DEPARTMENT.

26. During the next three (3) years of operations, APPLICANT shall pay only those dividends which have been approved in advance and in writing by the DEPARTMENT. In the event that APPLICANT shall undertake an initial public offering this restriction shall be vacated at the conclusion of that public offering if the offering results in an additional ten million dollars (\$10,000,000) in surplus to the APPLICANT. Section 628.371, Florida Statutes, shall apply in the event that this restriction is vacated.

27. APPLICANT shall submit to the DEPARTMENT evidence from the Pennsylvania Insurance Department indicating that Department's approval of the proposed redomestication of APPLICANT. Such evidence shall be submitted to the DEPARTMENT no later than thirty (30) business days from the execution of this Consent Order by the DEPARTMENT. The Pennsylvania Insurance Department's approval of the redomestication is essential to the DEPARTMENT'S approval of the redomestication, and thus, failure to forward evidence of the Pennsylvania Insurance Department's approval within the specified time period shall render this agreement voidable.

28. APPLICANT shall submit to the DEPARTMENT a certified copy of the Articles of Incorporation and all amendments thereto from the Florida Secretary of State reflecting the redomestication of THE GREEN TREE INSURANCE COMPANY, INC. Such document shall be submitted to the DEPARTMENT no later than fifteen (15) business days from the execution of this Consent Order by the DEPARTMENT.

29. APPLICANT shall submit to the DEPARTMENT a certified copy of all amendments to the Articles of Incorporation from the Florida Secretary of State reflecting the name change from THE GREEN TREE INSURANCE COMPANY, INC. to ARIES INSURANCE COMPANY. In addition, APPLICANT shall submit an executed copy of the By-Laws, and Certificate of Status from the Florida Secretary of State, reflecting the name change. Such documents shall be submitted to the DEPARTMENT no later than fifteen (15) business days from the execution of this Consent Order by the DEPARTMENT.

30. The parties agree that failure to complete the MERGERS by December 31, 2000 shall render this approval void.

31. APPLICANT affirms that all representations and requirements set forth herein are material to the issuance of this Consent Order. APPLICANT represents that the information, documents and explanations provided to the DEPARTMENT fully describe all agreements and understandings with regard to the redomestication, the MERGERS, the name change, and the future operation of APPLICANT. Further, APPLICANT shall act in accordance with such representations and explanations.

32. The Consent Order in Case No.: 39257-00-CO, signed by OLD ARIES and AMERICAN on December 12, 2000, and to be entered by the DEPARTMENT, shall remain in full force and effect against APPLICANT following the MERGERS, except where inconsistent with this Consent Order.

33. DEPARTMENT, APPLICANT, CTIG, AMERICAN, OLD ARIES, and FENIX expressly waive a hearing in this matter, the making of Findings of Fact and Conclusions of Law by the DEPARTMENT, and all further and other proceedings herein to which the parties may be entitled by law or rules of the DEPARTMENT. APPLICANT, CTIG, AMERICAN, OLD

ARIES, and FENIX hereby knowingly and voluntarily waives all rights to challenge or to contest this Consent Order, in any forum now available, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

34. Nothing herein shall be construed to reflect an adverse determination relative to the current financial condition of the APPLICANT, or the current operations or activities of the APPLICANT, its affiliates, or the officers or directors thereof.

35. APPLICANT, CTIG, AMERICAN, OLD ARIES, and FENIX agree that, upon issuance of this Consent Order, failure to adhere to one or more of the terms and conditions contained in paragraphs 15, 16, 18, 20, 22, 23, 26, or 31 shall be grounds for the emergency suspension of APPLICANT'S Certificate of Authority in accordance with Section 120.569(2)(n) and 120.60(6), Florida Statutes.

36. The parties agree that this Consent Order will be deemed to be executed when the agency head or his designee has signed a copy of this Consent Order bearing the signature of the APPLICANT or its authorized representative, notwithstanding the fact that the copy was transmitted to the DEPARTMENT by facsimile machine. APPLICANT further agrees that the original of this Consent Order with original signatures will be forwarded to the DEPARTMENT within seven (7) days of its receipt from the DEPARTMENT. Failure to forward a signed original within the specified time period shall render this agreement voidable.

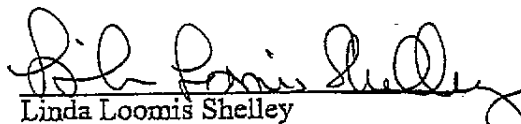
THEREFORE, subject to the conditions set forth above, the DEPARTMENT hereby approves the redomestication of THE GREEN TREE INSURANCE COMPANY, INC., the proposed merger of AMERICAN SKYHAWK INSURANCE COMPANY with and into ARIES INSURANCE COMPANY, the subsequent proposed merger of ARIES INSURANCE COMPANY with and into THE GREEN TREE INSURANCE COMPANY, INC., and the name

change of THE GREEN TREE INSURANCE COMPANY, INC. to ARIES INSURANCE COMPANY.

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

DONE and ORDERED this 27th day of December 2000.




Linda Loomis Shelley
Chief of Staff

By execution hereof, THE GREEN TREE INSURANCE COMPANY, 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 THE GREEN TREE INSURANCE COMPANY, INC. to the terms and conditions of this Consent Order.

THE GREEN TREE INSURANCE COMPANY, INC.

By: *Paul Frayne*

Print Name: PAUL FRAYNE

Title: President

Date: December 29th / 2000

Corporate Seal

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

Corporate Seal

ARIES INSURANCE COMPANY

By: *[Signature]*

Print Name: PAUL FRAYND

Title: President

Date: December 29th/2000

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



Corporate Seal

AMERICAN SKYHAWK INSURANCE
COMPANY

By: 

Print Name: PAUL FRAYND

Title: president

Date: December 29th/2000

By execution hereof, GREEN TREE INSURANCE GROUP, 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 THE GREEN TREE INSURANCE GROUP, INC. to the terms and conditions of this Consent Order.



Corporate Seal

THE GREEN TREE INSURANCE GROUP, INC.

By: 

Print Name: PAUL FEAYND

Title: President

Date: December 29th/2000

By execution hereof, THE FENIX FINANCIAL GROUP, 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 THE FENIX FINANCIAL GROUP, INC. to the terms and conditions of this Consent Order.

THE FENIX FINANCIAL GROUP, INC.

By: *Paul Frayne*

Print Name: PAUL FRAYNE

Title: Secretary

Date: December 29th 2000

Corporate Seal

COPIES FURNISHED TO:

Fred Dudley
Akerman, Senterfitt & Edison, P.A.
301 South Bronough Street
Suite #200
Tallahassee, FL 32301

Paul Fraynd, President
The Green Tree Insurance Company, Inc.
560 NW 165 St. Road
Miami, FL 33169

Wayne Johnson, Bureau Chief
Bureau of P&C Insurer Solvency
and Market Conduct
200 East Gaines Street
216-C Larson Building
Tallahassee, Florida 32399-0329

Donald A. Dowdell
Division Director, Division of Legal Services
612 Larson Building
200 East Gaines Street
Tallahassee, Florida 32399-0333

John L. Brennan III
Senior Attorney
612 Larson Building
200 East Gaines Street
Tallahassee, Florida 32399-0333