

P05000131218

(Requestor's Name)

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☐ PICK-UP

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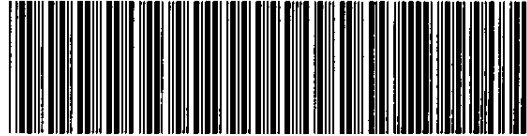
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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6/5/11
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COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: APOLLO CASUALTY COMPANY
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Man Du
Contact Person

American Independent Companies, Inc.
Firm/Company

1862 Charter Lane, Suite 102
Address

Lancaster, PA 17601
City/State and Zip Code

mdu@aiico.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Man Du
Name of Contact Person

At (717) 735-7740 x 107
Area Code & Daytime Telephone Number

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

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

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

ARTICLES OF MERGER
(Profit Corporations)

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RECEIVED
CLERK OF COURT
JANUARY 11 2012

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

First: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Apollo Casualty Company</u>	<u>Illinois</u>	<u></u>

Second: The name and jurisdiction of each **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
<u>Apollo Casualty Company of Florida</u>	<u>Florida</u>	<u>P05000131218</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
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Third: The Plan of Merger is attached.

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

OR 12 / 31 / 11 (Enter a specific date. NOTE: An effective date cannot be prior to the date of filing or more than 90 days after merger file date.)

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

The Plan of Merger was adopted by the shareholders of the surviving corporation on November 21, 2011.

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

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

The Plan of Merger was adopted by the shareholders of the merging corporation(s) on November 21, 2011.

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

(Attach additional sheets if necessary)

Name of Corporation

Typed or Printed Name of Individual & Title

Wm. M. L.

Apollo Casualty Company

Mr. M. L.

Man M. Du, Assistant Secretary

of Florida

[illegible]

Age Group	Percentage
18-24	10%
25-34	15%
35-44	20%
45-54	25%
55-64	20%
65-74	15%
75-84	10%
85+	5%

PLAN OF MERGER
(Merger of subsidiary corporation(s))

The following plan of merger is submitted in compliance with section 607.1104, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation.

The name and jurisdiction of the **parent** corporation owning at least 80 percent of the outstanding shares of each class of the subsidiary corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>APOLLO CASUALTY COMPANY</u>	<u>Illinois</u>

The name and jurisdiction of each **subsidiary** corporation:

<u>Name</u>	<u>Jurisdiction</u>
<u>Apollo Casualty Company of Florida</u>	<u>Florida</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The manner and basis of converting the shares of the subsidiary or parent into shares, obligations, or other securities of the parent or any other corporation or, in whole or in part, into cash or other property, and the manner and basis of converting rights to acquire shares of each corporation into rights to acquire shares, obligations, and other securities of the surviving or any other corporation or, in whole or in part, into cash or other property are as follows:

Attached "AGREEMENT AND PLAN OF MERGER OF APOLLO CASUALTY COMPANY AND APOLLO CASUALTY COMPANY OF FLORIDA."

(Attach additional sheets if necessary)

If the merger is between the parent and a subsidiary corporation and the parent is not the surviving corporation, a provision for the pro rata issuance of shares of the subsidiary to the holders of the shares of the parent corporation upon surrender of any certificates is as follows:

N/A

If applicable, shareholders of the subsidiary corporations, who, except for the applicability of section 607.1104, Florida Statutes, would be entitled to vote and who dissent from the merger pursuant to section 607.1321, Florida Statutes, may be entitled, if they comply with the provisions of chapter 607 regarding appraisal rights of dissenting shareholders, to be paid the fair value of their shares.

Other provisions relating to the merger are as follows:

**AGREEMENT AND PLAN OF MERGER OF
APOLLO CASUALTY COMPANY
AND
APOLLO CASUALTY COMPANY OF FLORIDA**

This AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of the 21 day of November, 2011, is entered by and among Apollo Casualty Company ("Apollo"), an Illinois domiciled stock insurance company and Apollo Casualty Company of Florida ("Apollo FL"), a Florida domiciled stock insurance company, sometimes collectively referred to as the "Companies."

WHEREAS, the parties desire that Apollo FL be merged with and into Apollo in accordance with this Agreement and the applicable provisions of the Illinois Insurance Code (215 ILCS 5/1-et seq.); and

WHEREAS, Apollo is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois with an authorized capital of 20,000,000 shares of \$1.00 par value common stock of which 1,000,000 shares are issued and outstanding; and

WHEREAS, Apollo FL is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, with an authorized capital of 1,000,000 shares of \$100.00 par value common stock of which 10,000 shares are issued and outstanding; and

WHEREAS, Apollo owns 100% of the issued and outstanding shares of Apollo FL; and

WHEREAS, Omni Insurance Company ("Omni"), a corporation duly organized, validly existing and in good standing under the laws of Illinois owns 100% of the issued and outstanding shares of Apollo; and

WHEREAS, the respective Boards of Directors of Apollo, Apollo FL and Omni have approved the transaction contemplated under this Agreement and have authorized the respective parties to enter into this Agreement; and

WHEREAS, Apollo, as the sole shareholder of Apollo FL, has approved Apollo FL's entering into this Agreement; and

WHEREAS, Omni, as the sole shareholder of Apollo, has approved Apollo's entering into this agreement; and

WHEREAS, Apollo and Apollo FL and their respective sole shareholders, Omni and Apollo, desire for Apollo FL to merge into Apollo, which will survive the merger, in a transaction structured to qualify as a tax-free reorganization under Section 368 of the Internal Revenue Code of 1986, as amended; and

NOW THEREFORE, the Companies in consideration of their mutual covenants, agreements and promises, do hereby agree upon and prescribe the terms and conditions of such merger and mode of carrying it into effect, as follows:

ARTICLE I.

MERGER AND SURVIVING CORPORATION

- 1.1 **The Merger.** Upon and subject to the conditions hereof and in accordance with the provisions pertaining to the merger of domestic insurance companies as set forth in the Illinois Insurance Code, and upon the filing of all required documents with the Illinois Department Insurance (the "Department") and the approval thereof by the Department, at the Effective Time (as defined in Section 3.1 below) Apollo FL shall be merged with and into Apollo (the "Merger").
- 1.2 **Surviving Corporation.** Apollo shall be the Surviving Corporation in the Merger under the name of Apollo Casualty Company (the "Surviving Corporation"). At the Effective Time, the separate existence of Apollo FL shall cease.

ARTICLE II.

TERMS, CONDITIONS AND EFFECTS OF MERGER

- 2.1 **Articles of Incorporation.** The Articles of Incorporation of Apollo as in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Corporation, and shall not be amended by the Merger.
- 2.2 **Bylaws.** The Bylaws of Apollo as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, and shall not be amended by the Merger.

- 2.3 Directors and Officers. The directors and officers of Apollo immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their respective successors shall have been elected and qualified as provided by the Bylaws of the Surviving Corporation.
- 2.4 Tax Identification Number. The employer tax identification number of the Surviving Corporation shall be the employer tax identification number of Apollo immediately prior to the Effective Time of the merger.
- 2.5 Further Action. Apollo FL hereby agrees, as and when requested by the Surviving Corporation, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Apollo FL acquired or to be acquired by reason of or as a result of the Merger and otherwise to evidence or carry out the intent and purposes hereof.
- 2.6 Effects of the Merger.
- (a) At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, choses in action, and other assets of every kind and description of Apollo FL shall, to the extent permitted by law, transfer to, vest in and devolve upon the Surviving Corporation without further act or deed.
- (b) All liens upon the property of Apollo FL and all rights of creditors of Apollo FL shall be preserved unimpaired as the liens upon the property and obligations of the Surviving Corporation, including, without limitation, the rights of any insurance policyholders and certificate holders, and all debts, liabilities and duties of Apollo shall become the debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.
- (c) All appointments heretofore made, and in effect as of the Effective Time, by Apollo FL of persons to act as its licensed agents are hereby ratified and accepted as its own by the

be bound by the acts of said agents in the same manner and to the same degree as was Apollo FL.

ARTICLE III.

EFFECTIVE TIME

- 3.1 Effective Time. Subject to the receipt of the requisite approval of the Department, any other requisite regulatory approvals and the filing of all the requisite documents with the Department, the Merger shall be effective on December 31, 2011.


ARTICLE IV.

MISCELLANEOUS

- 4.1 Amendment. Subject to applicable law, this Agreement may be amended, modified or supplemented by the written agreement of the parties prior to the Effective Date.
- 4.2 Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois.
- 4.3 Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on this 21 day of November, 2011.

APOLLO CASUALTY COMPANY

By: 

Bruce S. Arneson

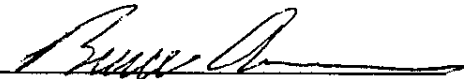
President

By: 

William B. Lockhorn

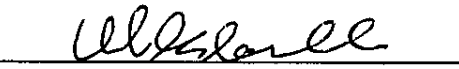
Secretary

APOLLO CASUALTY COMPANY OF FLORIDA

By: 

Bruce S. Arneson

President

By: 

William B. Lockhorn

Secretary

OMNI INSURANCE COMPANY

UNANIMOUS WRITTEN CONSENT OF SOLE SHAREHOLDER

WHEREAS, the undersigned, Omni Insurance Company ("Omni") is the sole shareholder of all of the issued and outstanding shares of Apollo Casualty Company ("Apollo"), an Illinois stock insurance company; and

WHEREAS, the Board of Directors of Apollo has adopted a Plan and Agreement of Merger (attached as Exhibit A) (the "Merger Agreement"), whereby Apollo Casualty Company of FL ("Apollo FL"), a Florida stock insurance company, would be merged with and into Apollo, with Apollo being the surviving company; and

WHEREAS, the Board of Directors of Apollo has recommended that its sole shareholder, Apollo approve the Merger Agreement.


WHEREAS, the undersigned does hereby waive any and all notices of meetings of shareholders with regard to the approval of the Merger Agreement and does consent to the adoption of the following resolution:

RESOLVED, that Omni, being the sole shareholder of all of the issued and outstanding shares of Apollo hereby authorizes and approves the Merger Agreement.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of Apollo has executed this Written Consent as this 01 day of November, 2011.

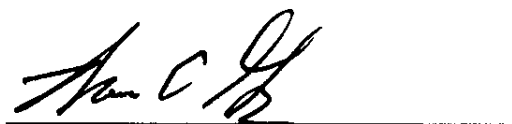
OMNI INSURANCE COMPANY

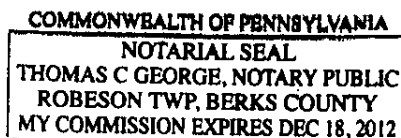
Name:



Bruce C. Arneson
President

Subscribed and sworn before me this 01 day
of November, 2011.



Notary Public

APOLLO CASUALTY COMPANY

UNANIMOUS WRITTEN CONSENT OF SOLE SHAREHOLDER

WHEREAS, the undersigned, Apollo Casualty Company ("Apollo") is the sole shareholder of all of the issued and outstanding shares of Apollo Casualty Company of Florida ("Apollo FL"), a Florida stock insurance company; and

WHEREAS, the Board of Directors of Apollo FL has adopted a Plan and Agreement of Merger (attached as Exhibit A) (the "Merger Agreement"), whereby Apollo FL would be merged with and into Apollo, with Apollo being the surviving company; and

WHEREAS, the Board of Directors of Apollo FL has recommended that its sole shareholder, Apollo approve the Merger Agreement.

WHEREAS, the undersigned does hereby waive any and all notices of meetings of shareholders with regard to the approval of the Merger Agreement and does consent to the adoption of the following resolution:

RESOLVED, that Apollo, being the sole shareholder of all of the issued and outstanding shares of Apollo FL hereby authorizes and approves the Merger Agreement.

IN WITNESS WHEREOF, the undersigned, being the sole shareholder of Apollo FL has executed this Written Consent as this 21 day of November, 2011.


APOLLO CASUALTY COMPANY

Name:



Bruce C. Arneson
President

Subscribed and sworn before me this 21 day
of November, 2011.


Notary Public