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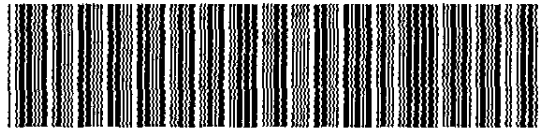
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(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

N.C.

C. Coultas AUG 25 2003

KATZ, KUTTER, ALDERMAN & BRYANT, P.A.

ATTORNEYS AND COUNSELORS AT LAW
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WASHINGTON, DC 20004
(202) 393-6222
fax (202) 393-5959

Reply to: Tallahassee Office

Email: pzeigler@katzlaw.com

August 25, 2003

Via Hand Delivery

Florida Secretary of State
Division of Corporations
Amendment Section
409 East Gaines Street
Tallahassee, Florida 32399

RECEIVED
03 AUG 25 PM 4:16
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

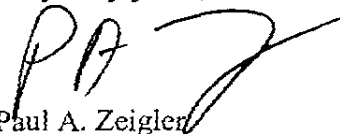
Re: Mitsui Marine and Fire Insurance Company of America
Your Document Number 96-13-3467153 – Name Change

In connection with the name change referenced above, we have enclosed the following to be filed with the Division:

1. Transmittal Letter
2. Application for Amendment pursuant to s. 607.1504, Fla. Stat.
3. Certified copies of Articles of Amendment from domiciliary state
4. Check for \$43.75 filing fee and Certificate of Status

After the filing has been recorded, please forward the Certificate of Status to my attention at the address shown above. If you have questions regarding these matters, please contact me..

Very truly yours,


Paul A. Zeigler

PAZ/tj

Enclosures

TRANSMITTAL LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Mitsui Marine and Fire Insurance Company of America
(Name of corporation)

DOCUMENT NUMBER: 96-13-3467153

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

William J. Curtis, Jr.
(Name of person)

Mitsui Sumitomo Marine Management (USA), Inc.
(Name of firm/company)

15 Independence Boulevard
(Address)

Warren, NJ 07059
(City/state and zip code)

For further information concerning this matter, please call:

William J. Curtis, Jr. at (908) 647-8906
(Name of person) (Area code & daytime telephone number)

Enclosed is a check for the following amount:

☐

\$35.00 Filing Fee

☒

\$43.75 Filing Fee &
Certificate of Status

☐

\$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐

\$52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is
enclosed)

Mailing Address:

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

Street Address:

Amendment Section
Division of Corporations
409 E. Gaines Street
Tallahassee, FL 32399

SECTION I
(1-3 MUST BE COMPLETED)

(Document number of corporation (if known))

- Assistant Secretary
(Title)

FILED
2003 AUG 25 PM 4:54
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT AND RESTATEMENT OF THE
CHARTER
OF
MITSUI MARINE AND FIRE INSURANCE COMPANY OF AMERICA
Under Section 1206 of the
Insurance Law of the State of New York
And Section 807 of
the Business Corporation Law of the State of New York

Pursuant to the provisions of Section 1206 of the Insurance Law of the State of New York, and Section 807 of the Business Corporation Law of the State of New York, the undersigned, being the President and Secretary of Mitsui Marine and Fire Insurance Company of America (the "Corporation"), hereby certify:

- FIRST:** The current name of the Corporation is Mitsui Marine and Fire Insurance Company of America. The name under which the Corporation was formed is Taisho Marine and Fire Insurance Company of America.
- SECOND:** The Charter of the Corporation was filed with the New York State Superintendent of Insurance on January 28, 1988 and was amended in accordance with a Certificate of Amendment approved by the New York Department of Insurance on December 21, 1995, effective as of January 1, 1996.
- THIRD:** The Charter of the Corporation, as heretofore amended, is hereby further amended to effect the following changes; effective as of July 1, 2003
- (1) The name of the Corporation, as reflected in Article I, is changed to read Mitsui Sumitomo Insurance USA Inc.
 - (2) A clause, authorizing the Board of Directors of the Corporation to permit policyholders of the Corporation from time to time to participate in the profits of its operations through the payment of dividends to policyholders, is added at Article III (D).
 - (3) A clause, establishing the terms and conditions upon which the Corporation's Directors shall be personally liable to the Corporation and its shareholder, is added at Article VII.
 - (4) Statements contained in the Preamble of the Charter relative to the incorporators of the Corporation, and statements contained in the Charter relative to the first Directors of the Corporation, are deleted in their entirety as permitted by Section 807(c) of the Business Corporation Law of the State of New York.

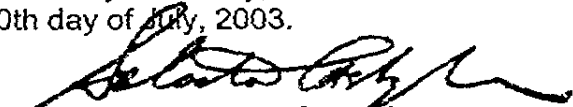
Sho? Certificate

STATE OF NEW YORK
INSURANCE DEPARTMENT

It is hereby certified that the annexed copy of Certificate of Amendment and Restatement of the Charter (including name change to Mitsui Sumitomo Insurance USA Inc.) of Mitsui Marine and Fire Insurance Company of America, of New York, New York, as approved by this Department July 1, 2003, pursuant to Section 1206 of the New York 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 10th day of July, 2003.


Special Deputy Superintendent

- (5) Article III(A) has been revised to authorize the Corporation to transact the following additional kinds of insurance added to the New York Insurance Law since the Corporation was first organized:
- (1) Gap insurance, pursuant to Section 1113(a)(26) of the New York Insurance Law;
 - (2) Prize indemnification insurance, pursuant to Section 1113(a)(27) of the New York Insurance Law;
 - (3) Service contract reimbursement insurance, pursuant to Section 1113(a)(28) of the New York Insurance Law; and
 - (4) Legal services insurance, pursuant to Section 1113(a)(29) of the New York Insurance Law.
- (6) Article IV changes the annual meeting of shareholder from the second Tuesday in April to the first Monday in May.
- (7) The provision on indemnification of directors, officers and employees has been deleted.

FOURTH: The text of the Charter of the Corporation as amended and restated hereby, is amended to read as hereinafter set forth in full:

2003 AMENDED AND RESTATED

CHARTER

OF

MITSUI SUMITOMO INSURANCE USA INC

Article I. Corporate Name. The name of the Corporation shall be Mitsui Sumitomo Insurance USA Inc.

Article II. Place of Business. The principal office of the Corporation shall be located in the County of New York, State of New York. The Corporation shall have the power to establish other offices in this State and elsewhere in the United States and in any part of the world and to conduct its business wherever authorized by law.

Article III. Purposes of the Corporation. (A) The kinds of insurance to be transacted by the Corporation are accident and health insurance, fire insurance, miscellaneous property insurance, water damage insurance, burglary and theft insurance, glass insurance, boiler and machinery insurance, elevator insurance, animal insurance, collision insurance, personal injury liability insurance, property damage liability insurance, workers' compensation and

employers' liability insurance, fidelity and surety insurance, credit insurance, motor vehicle and aircraft physical damage insurance, marine and inland marine insurance, marine protection and indemnity insurance, residual value insurance, credit unemployment insurance, gap insurance, prize indemnification insurance, service contract reimbursement insurance, legal services insurance and substantially similar kinds of insurance as defined in Paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 26, 27, 28, 29 and 30 of Section 1113(a) of the Insurance Law of the State of New York as follows:

(3) "Accident and health insurance," means (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 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," means 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," means 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 hereof, 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," means 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," means:

(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; and

(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.

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

(9) "Boiler and machinery insurance," means 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," means 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.

(11) "Animal insurance," means insurance against loss of or damage to any domesticated or wild animal resulting from any cause.

(12) "Collision insurance," means 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," means 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 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 this subsection.

(14) "Property damage liability insurance," means 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 this subsection.

(15) "Workers' compensation and employers' liability insurance," means 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 and including volunteer ambulance workers' benefit insurance provided pursuant to the volunteer ambulance workers' benefit law.

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

(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, except (i) mortgage guaranty insurance, which may only be written by an insurer authorized to write such insurance pursuant to article sixty-five of this chapter, (ii) a contract that falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter, (iii) any insurance contract unless such guaranty is authorized pursuant to subsection (c) of section one thousand one hundred fourteen of this article; or (iv) service contract reimbursement insurance as specified in paragraph twenty-eight of this subsection;

(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; and

(G) 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 chapter "fidelity" insurance shall have the meaning set forth in subparagraphs (A) and (B) of this paragraph.

(17) "Credit insurance," means:

(A) Indemnifying merchants or other persons extending credit against loss or damage resulting from non-payment of debts owed to them, for goods and services provided in the normal course of their business, including the incidental power to acquire and dispose of debts so insured, and to collect any debts owed to such insurer or to the insured, but no insurance may be written as credit insurance if it falls within the

definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter;

(B) Indemnifying any person for expenses disbursed or to be disbursed under a contract in connection with the cancellation of a catered affair;

(C) Indemnifying any person for tuition expenses disbursed or to be disbursed under a contract in connection with his dismissal or withdrawal from an educational institution; or indemnifying elementary or secondary schools, whether public, private, profit or non-profit, providing education in consideration of a tuition charge or fee against loss or damage in the event of non-payment of the tuition charges or fees of a student or pupil dismissed, withdrawn or leaving before the end of the school year for which the insurance is written. An educational institution may not require any person responsible for the payment of a student's or pupil's tuition charge or fee to pay for tuition refund insurance;

(D) Indemnifying an adoptive parent for verifiable expenses not prohibited under the law paid to or on behalf of the birth mother when either one or both of the birth parents of the child withdraw or withhold their consent to adoption. Such expenses may include maternity-connected medical or hospital expenses of the birth mother, necessary living expenses of the birth mother preceding and during confinement, travel expenses of the birth mother to arrange for the adoption of the child, legal fees of the birth mother, and any other expenses which an adoptive parent may lawfully pay to or on behalf of the birth mother. For the purposes of this section "adoptive parent" means the parent or his or her spouse seeking to adopt a child, "birth mother" means the biological mother of the child, "birth parent" means the biological mother or biological father of the child; or

(E) Indemnifying professional sports participants (including any person who participates or expects to participate as a player, coach, manager, trainer, physician or other person directly associated with a player or a team) under contract or the teams with which the contract is made, entertainers under contract to perform or the entities with which the contract is made, or business executives under an employment contract or the entities with which the contract is made, where contracts between such persons and teams or entities cannot be fulfilled due to a sports participant's, entertainer's or business executive's death, personal injury by accident, sickness, ailment or bodily injury that causes disability, where such indemnification is for the amount of financial loss that is sustained by the insured party or parties due to the inability to fulfill the terms of the contract.

(19) "Motor vehicle and aircraft physical damage insurance," means 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," means 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 chapter "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," means 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.

(22) "Residual value insurance" means insurance issued in connection with a lease or contract which sets forth a specific termination value at the end of the term of the lease or contract for the property covered by such lease or contract, and which insures against loss of economic value of tangible personal property or real property or improvements thereto except

loss due to physical damage to property, excluding any lease or contract that falls within the definition of financial guaranty insurance as set forth in paragraph one of subsection (a) of section six thousand nine hundred one of this chapter.

(24) "Credit unemployment insurance" means insurance on a debtor in connection with a specified loan or other credit transaction within the state to provide payments to a creditor in the event of unemployment of the debtor for the installments or other periodic payments becoming due while a debtor is unemployed.

(26) "Gap insurance" means insurance covering the gap amount which is payable upon the total loss of personal property, which is the subject of a lease or loan or other credit transaction occasioned by its theft or physical damage. The kinds of gap insurance are:

(A) "Motor vehicle lessor/creditor gap insurance" which insures the lessor, creditor, or the lessor's or creditor's assignee, under a motor vehicle lease or loan or other credit transaction pursuant to which the lessor, creditor, or, in the absence of a waiver by the lessor or creditor, the assignee has waived the obligation of the lessee or debtor for the gap amount;

(B) "Motor vehicle lessee/debtor gap insurance" which insures the lessee or debtor under a motor vehicle lease or loan or other credit transaction pursuant to which the lessor, creditor, or the lessor's or creditor's assignee has not waived the obligation of the lessee or debtor for the gap amount;

(C) "Non-motor vehicle lessor/creditor gap insurance" which insures the lessor, creditor, or the lessor's or creditor's assignee, under a lease or loan or other credit transaction covering personal property other than a motor vehicle pursuant to which the lessor, creditor, or, in the absence of a waiver by the lessor or creditor, the assignee, has waived the obligation of the lessee or debtor for the gap amount; and

(D) "Non-motor vehicle lessee/debtor gap insurance" which insures the lessee or debtor under a lease or loan or other credit transaction covering personal property other than a motor vehicle pursuant to which the lessor, creditor, or the lessor's or creditor's assignee has not waived the obligation of the lessee or debtor for the gap amount.

(27) "Prize indemnification insurance," means insurance against financial loss by reason of payment of any sum or item awarded to a participant in any lawful contest or sports related event.

(28) "Service contract reimbursement insurance" means insurance issued to a provider pursuant to article seventy-nine of this chapter whereby the insurer agrees, for the benefit of service contract holders, to discharge the obligations and liabilities of such provider under the terms of the service contracts issued by such provider, including the return of unearned provider fees upon any termination or cancellation of service contracts, in the event of non-performance of any such obligations or liabilities by such provider. Such insurance may also include

insurance issued to a provider to indemnify the provider for losses sustained by reason of the performance of such provider's obligations under service contracts issued pursuant to article seventy-nine of this chapter.

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

(30) "Substantially similar kind of insurance," means such insurance which in the opinion of the superintendent is determined to be substantially similar to one of the foregoing kinds of insurance and thereupon for the purposes of this chapter shall be deemed to be included in that kind of insurance.

(B) The Corporation shall also have the full power and authority to (a) reinsure business (in addition to reinsurance of the kinds of insurance business stated in paragraph (A) of Article III of this Charter) as may be permitted to the Corporation by Section 1114 of the Insurance Law of the State of New York; (b) reinsure risks of every kind or description and insure property or risks of every kind or description located or resident outside the United States, its territories and possessions in accordance with Items (i) and (ii) of Section 4102(c) of the Insurance Law of the State of New York; (c) engage in such business in which the Corporation may be authorized to engage pursuant to any amendment to Paragraphs 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 26, 27, 28, 29 and 30 of Section 1113(a) or Section 1114 of the Insurance Law of the State of New York which may be hereafter adopted; and (d) engage in any other kind or kinds of business to the extent reasonably ancillary or necessarily or properly incidental to the kinds of insurance business which the Corporation is so authorized to do.

(C) The Corporation shall also have all other rights, powers and privileges now or hereafter authorized or granted by the Insurance Law of the State of New York or any other law to stock property/casualty insurance companies having power to do the kinds of business hereinabove referred to and any and all other rights, powers and privileges of a corporation, as the same may now or hereafter be declared or granted by applicable law.

(D) The Board of the Corporation is authorized to permit policyholders of the Corporation from time to time to participate in the profits of its operations through the payment of dividends to policyholders.

Article IV. Annual Meeting of Shareholders. The annual meeting of the shareholders of the Corporation for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held on the first Monday in May of each year (or if a legal holiday, on the next business day) at such place, either within or without the State of New York, as may be fixed from time to time by resolution of the Board and set forth in the notice or waiver of notice of the meeting.

Article V. Corporate Powers. (A) The business of the Corporation shall be managed under the direction of its Board, by committees thereof and by such officers and agents as the Board or such committees may empower.

(B) The Board shall consist of not less than 13 directors (except for vacancies temporarily unfilled) nor more than 21 directors, as may be determined by the Board by resolution adopted by a majority of the authorized number of directors immediately prior to such determination.

(C) The Board shall have power to make and prescribe such By-Laws, rules and regulations for the transaction of the business of the Corporation and the conduct of its affairs not inconsistent with the laws of the State of New York and this Charter, as may be deemed expedient, and to amend or repeal such By-Laws, rules and regulations, except as otherwise provided in such By-Laws.

(D) The Board shall have the power to declare by By-Laws what number of directors shall constitute a quorum for the transaction of business.

Article VI. Election of Directors and Officers. (A) The directors of the Corporation shall be elected by the shareholders as prescribed by law and the By-Laws of the Corporation. Each director shall be at least 18 years old, at all times a majority of the directors shall be citizens and residents of the United States and not less than 3 shall be residents of the State of New York. The officers of the Corporation shall be elected or appointed as provided in the By-Laws of the Corporation. Officers shall have such powers and perform such duties as may be authorized by the By-Laws or by or pursuant to authorization of the Board.

(B) Any or all of the directors may be removed at any time, either for or without cause, by vote of the shareholders.

(C) Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board shall be filled by vote of the shareholders or by majority vote of the Board.

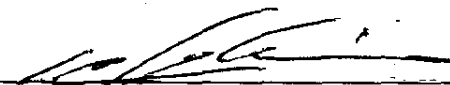
Article VII. Liability of Directors. No director shall be personally liable to the Corporation or any of its shareholders for damages for any breach of duty as a director; provided that the foregoing provision shall not eliminate or limit the liability of a director if a judgment or other final adjudication adverse to the director establishes that the director's acts or omissions were in bad faith or involved intentional misconduct or any violation of the Insurance Law of the State of New York or a knowing violation of any other law or that the director personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

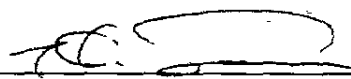
Article VIII. Stock. The amount of capital of the Corporation shall be \$5,000,000 and shall consist of 50 authorized shares of Common Stock, par value \$100,000 per share.

Article IX. Duration. The duration of the Corporation shall be perpetual.

FIFTH: This amendment and restatement of the Charter was authorized by written consent of the holder of all outstanding shares of the Corporation dated June 23, 2003, which followed written approval by Unanimous Consent of the Board of Directors of the Corporation dated June 23, 2003.

IN WITNESS WHEREOF, we hereunto sign our names and affirm that the statements made herein are true, under penalties of perjury, this 23rd. day of June, 2003.

By: 
Koji Yoshida, President

By: 
Hisatoshi Saito, Secretary