

P95000033878

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7-28-14

FILED
2014 JUL 24 PM 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
8/7/14



Protective Life Corporation
Post Office Box 2606
Birmingham, AL 35202
Phone 205 268 1000

Holly Brown
*Assistant Corporate Secretary
and Regulatory Analyst*
Direct Dial: 205.268.5497
Toll-free: 800.627.0220
Facsimile: 205.268.5516
holly.brown@protective.com

July 23, 2014

Florida Department of State
Division of Corporations
Amendment Section
2661 Executive Center Circle
Tallahassee, FL 32301

RE: National Warranty of Florida, Inc.
Lyndon Insurance Group, Inc.

To Whom It May Concern:

Enclosed are the following materials related to the merger of National Warranty of Florida, Inc. and Lyndon Insurance Group, Inc.:

1. Cover Letter (2 copies)
2. State of Florida Articles of Merger for Profit Corporations (2 copies)
3. Agreement and Plan of Merger (2 copies)
4. Check for filing fees in the amount of \$78.75

If you have any questions, please feel free to call me at (205) 268-5497 or email me at holly.brown@protective.com.

Sincerely,

A handwritten signature in black ink that reads "Holly Brown" with a long, sweeping horizontal line extending to the right.

Holly Brown

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: Lyndon Insurance Group, Inc.
Name of Surviving Corporation

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

Please return all correspondence concerning this matter to following:

Holly Brown, Assistant Secretary

Contact Person

Protective Life Corporation

Firm/Company

2801 Highway 280 South

Address

Birmingham, AL 35209

City/State and Zip Code

holly.brown@protective.com

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

For further information concerning this matter, please call:

Holly Brown

Name of Contact Person

At (205)

268-5497

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

7-28-14

ARTICLES OF MERGER

(Profit Corporations)

FILED

2014 JUL 24 PM 3:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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)
Lyndon Insurance Group, Inc.	State of Missouri	charter: 00445887

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u> (If known/ applicable)
National Warranty of Florida, Inc.	State of Florida	charter: P95000033878
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 07 / 28 / 2014 (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 June 30, 2014.

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 June 30, 2014.

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

Hally Brown

Holly Brown, Assistant Secretary

National Warranty
of Florida, Inc.

Hally Brown

- Holly Brown, Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger ("Agreement"), is entered into on this the 30th day of June, 2014 by and between Lyndon Insurance Group, Inc. ("LIGI" or "Surviving Corporation"), a Missouri corporation with its home office located at 14755 North Outer Forty Drive, Suite 400, Chesterfield, Missouri, 63017, and National Warranty of Florida, Inc. ("NWF"), a Florida corporation with its home office located at 14755 North Outer Forty Drive, Suite 400, Chesterfield, Missouri, 63017 (said corporations being hereinafter sometimes collectively referred to as the "Constituent Corporations").

RECITALS

1. NWF is a corporation duly organized, existing and in good standing under the laws of the State of Florida, having been originally incorporated on April 26, 1995, and has on the date hereof authorized capital of 2,000,000 shares of common stock at \$0 par value per share, of which 1,050,000 shares are issued and outstanding, all of which shares are owned legally and beneficially by LIGI.

2. LIGI is a corporation duly organized, existing and in good standing under the laws of the State of Missouri, having been originally incorporated on September 12, 1997 and has on the date hereof authorized capital of 30,000 shares of common stock at \$1 par value per share, of which 1,000 shares are issued and outstanding, all of which shares are owned legally and beneficially by Protective Life Insurance Company ("PLICO").

3. The Board of Directors of each of the Constituent Corporations deem it advisable and in the best interest of said corporations that NWF be merged into LIGI, with LIGI being the Surviving Corporation, as provided herein, and has approved this Agreement and the transaction contemplated hereunder.

In consideration of the premises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Missouri, do hereby agree as follows:

1. Merger. NWF shall be merged with and into LIGI pursuant to the laws of the State of Missouri and the provisions of Sections 332 and 337 of the Internal Revenue Code of 1986, as amended, or any other applicable law. On and after the effective date of this contemplated merger:

(a) LIGI shall be the Surviving Corporation and shall continue to exist as a domestic stock life insurance company under the laws of the State of Missouri. As the Surviving Corporation, LIGI shall possess all rights, privileges, powers, franchises, and immunities of a public, as well as, of a private nature and be subject to all the liabilities and duties of each of the Constituent Corporations so merged, and all, and

singular, of the rights, privileges, powers, franchises, and immunities of each of the Constituent Corporations and all property, real, personal, and mixed, and all debts owing on whatever account and all other things in action of or belonging to each of the Constituent Corporations shall be transferred to and vested in the Surviving Corporation without further act or deed. All property, rights, privileges, powers, franchises, and immunities, and all, and every other interest shall be thereafter the property of the Surviving Corporation as effectually as they were of each of the respective Constituent Corporations. In particular, without limiting the foregoing, each separate account duly established by each of the Constituent Corporations prior to the effective date of the contemplated merger shall, on and after the effective date of the contemplated merger, be a duly established separate account of the Surviving Corporation as though it had been originally established by the Surviving Corporation. However, all rights of creditors and all liens upon the property of any of the Constituent Corporations shall be preserved unimpaired, limited in lien to the property affected by the lien at the time of the merger. All debts, liabilities, and duties of the respective Constituent Corporations shall thenceforth attach to the Surviving Corporation and may be enforced against it to the same extent as if the debts, liabilities, and duties had been incurred or contracted by it.

(b) NWF, as a Constituent Corporation, pursuant to the Florida Revised Statutes, shall cease to exist, and its property and obligations shall become the property and obligations of LIGI as the Surviving Corporation.

2. Name and State of Domicile of Surviving Corporation. Upon the effectiveness of the merger, the name of the Surviving Corporation shall remain LIGI Insurance Company and the state of domicile shall remain the State of Missouri.

3. Charter; By-Laws. The 2005 Amended and Restated Articles of Incorporation ("Articles") of LIGI and the 2005 Amended and Restated By-Laws ("By-Laws") of LIGI shall continue as the Articles and By-Laws of the Surviving Corporation.

4. Directors. The Members of the Board of Directors of LIGI shall be the members of the Board of Directors of the Surviving Corporation, until their successors are duly elected and qualified under the By-Laws of the Surviving Corporation.

5. Shares of Survivor. Each share of the common stock of LIGI issued and outstanding on the effective date of the merger shall thereupon, without further action, be one share of the common stock of the Surviving Corporation, without the issuance or exchange of new shares or share certificates, and no additional shares of the Surviving Corporation shall be issued in connection with the merger contemplated hereby.

6. Cancellation of NWF's Shares. All authorized and outstanding shares of the common stock of NWF, such shares being owned in their entirety by LIGI, and all rights in respect thereof, shall be cancelled forthwith on the effective date of the merger, and the certificates representing such shares shall be surrendered and cancelled, and no shares of the Surviving Corporation shall be issued in lieu thereof.

7. Approvals. This Agreement shall be submitted for adoption or approval to (i) the Director of Insurance for the State of Missouri and the Insurance Commissioner for the State of Florida, (ii) the insurance regulatory authorities of any other states which may require such submission, and (iii) to the sole shareholder of each of LIGI and NWF following receipt of regulatory approvals, as required pursuant to Missouri Revised Statutes. If and when all such required adoptions and approvals are obtained, the officers of each of the Constituent Corporations shall, and are hereby authorized and directed to, perform all such further acts, and execute and deliver to the proper authorities for filing all documents, as may be necessary or proper to render effective the merger contemplated by this Agreement.

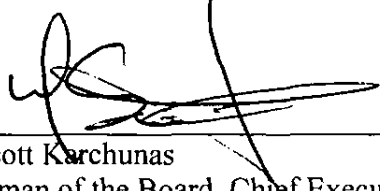
8. Abandonment of Agreement. Notwithstanding any of the provisions of this Agreement, the Board of Directors of LIGI or NWF, at any time before or after approval by shareholders of either or both corporation, and prior to the effective date of the merger herein contemplated, and for any reason they may deem sufficient and proper, shall have the power and authority to abandon and refrain from making effective the contemplated merger as set forth herein; in which case this Agreement shall thereby be cancelled and become null and void.

9. Effective Date and Time. The effective date and time for the merger contemplated herein shall be at the close of business on the date on which all filings and approvals required in the State of Missouri to effect the proposed merger have been completed or received, or at 12:01 a.m. on July 28, 2014, whichever date is later.


10. Governing Law. This Agreement shall be governed by the applicable laws of the State of Missouri, and once approved by the applicable state insurance regulators, construed and enforced in accordance with the laws of the State of Missouri.

In Witness whereof, the Constituent Corporations have caused this Agreement to be executed in their corporate names by their respective officers this 30th day of June, 2014.

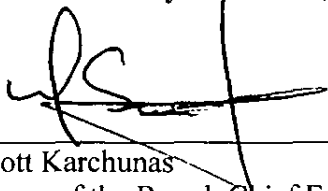
Lyndon Insurance Group, Inc.

BY: 
M. Scott Karchunas
Chairman of the Board, Chief Executive Officer,
Chief Operations Officer and President


(SEAL)

ATTEST: 
Mark S. Downar
Assistant Secretary and Assistant Treasurer

National Warranty of Florida, Inc.

BY: 
M. Scott Karchunas
Chairman of the Board, Chief Executive Officer,
Chief Operations Officer and President

(SEAL)

ATTEST: 
Mark S. Downar
Assistant Secretary and Assistant Treasurer

ACKNOWLEDGMENT

STATE OF MISSOURI

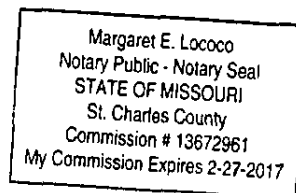
COUNTY OF St. Louis

I, the undersigned, a Notary Public, within and for the county and state aforesaid, do hereby certify that on this 15 day of July, 2014, personally appeared before me M. Scott Karchunas and Mark S. Downar, who, being by me first duly sworn, declared that they are the Chairman of the Board, Chief Executive Officer, Chief Operations Officer and President; and Assistant Secretary and Assistant Treasurer, respectively, of Lyndon Insurance Group, Inc., that they signed the foregoing document as Chairman of the Board, Chief Executive Officer, Chief Operations Officer and President; and Assistant Secretary and Assistant Treasurer, respectively, of said Company, and that the statements therein contained are true.

Margaret E. Lococo
Notary Public

My Commission Expires:

2-27-2017



ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF St. Louis

I, the undersigned, a Notary Public, within and for the county and state aforesaid, do hereby certify that on this 15 day of July, 2014, personally appeared before me M. Scott Karchunas and Mark S. Downar, who, being by me first duly sworn, declared that they are the Chairman of the Board, Chief Executive Officer, Chief Operations Officer and President; and Assistant Secretary and Assistant Treasurer, respectively, of National Warranty of Florida, Inc., that they signed the foregoing document as Chairman of the Board, Chief Executive Officer, Chief Operations Officer and President; and Assistant Secretary and Assistant Treasurer, respectively, of said Company, and that the statements therein contained are true.

Margaret E. Lococo
Notary Public

My Commission Expires:

2-27-2017

