

P9600000/3117

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

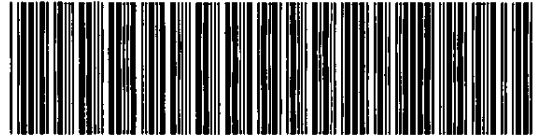
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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14 MAY 19 PM 1:43

merger/cc<sup>x8</sup>  
@ 6.3.14



May 16, 2014

Via UPS Overnight Mail  
Tracking Number: 1Z X31 656 13 9922 0885

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

Re: Articles of Merger - Merging Anesthesiologists Professional Assurance Company  
into FPIC Insurance Group, Inc.

Dear Sir or Madam:

Enclosed for filing is the Articles of Merger effectively merging Anesthesiologists Professional Assurance Company into FPIC Insurance Group, Inc. Please file these Articles of Merger and provide me with (8) eight certified copies. A check in the amount of (\$140.00) one hundred and forty dollars made payable to the "Florida Department of State" is also enclosed, which represents the following required filing costs:

Merger (\$35.00 per party)	\$70.00
Eight Certified Copies (\$8.75 x 8)	<u>\$70.00</u>
TOTAL	\$140.00

If you have any questions concerning this matter please do not hesitate to call me at (904) 360-3281 or to contact me via Email at [RWortelboer@thedoctors.com](mailto:RWortelboer@thedoctors.com).

Thank you for your anticipated cooperation in this regard.

Sincerely,

Robert L. Wortelboer, Esquire  
Vice President of Legal Services  
The Doctors Management Company  
On Behalf of and as Attorney In Fact for  
Anesthesiologists Professional Assurance Company  
and FPIC Insurance Group, Inc.

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**ARTICLES OF MERGER  
OF  
ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE COMPANY  
INTO  
FPIC INSURANCE GROUP, INC.**

Pursuant to the provisions of Sections 607.1104, 607.1105 and 628.451, Florida Statutes, the undersigned corporations certify as follows:

FIRST, the names of the corporations which are parties to this parent-subsidary merger are: **FPIC Insurance Group, Inc.**, a Florida corporation; and **Anesthesiologists Professional Assurance Company** a Florida corporation. **Anesthesiologists Professional Assurance Company** is a wholly owned direct subsidiary of **FPIC Insurance Group, Inc.**

SECOND, the surviving corporation in this merger is **FPIC Insurance Group, Inc.**

THIRD, there shall be no change to the Articles of Incorporation of **FPIC Insurance Group, Inc.**

FOURTH, shareholder approval of the parent **FPIC Insurance Group, Inc.**, or the subsidiary **Anesthesiologists Professional Assurance Company** was not required in this parent subsidiary merger pursuant to, Florida Statutes, 607.1104. An Agreement and Plan of Merger (the "Merger") was approved by the board of directors of **FPIC Insurance Group, Inc.**, the sole shareholder of **Anesthesiologists Professional Assurance Company** by Written Consent dated October 11, 2013. A copy of the Agreement and Plan of Merger is attached hereto and made a part hereof.

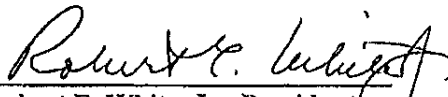
FIFTH, The attached Agreement and Plan of Merger was also approved via consent order by the Florida Office of Insurance Regulation (the "Office") pursuant to Case Number 147413-14-CO (herein "Consent Order"), which Consent Order was file stamped by the Office on April 16, 2014. A copy of the Consent Order is attached hereto and made a part hereof.

SIXTH, at the effective time of the Merger (the "Effective Time"), each share of **Anesthesiologists Professional Assurance Company** issued and outstanding immediately prior to the Effective Time and owned by **FPIC Insurance Group, Inc.**, shall, by virtue of the Merger and without any action on the part of **FPIC Insurance Group, Inc.**, cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist. Each issued and outstanding share of **FPIC Insurance Group, Inc.** shall not be converted or exchanged in any manner and, as of the Effective Time, shall represent one share of Common Stock of **FPIC Insurance Group, Inc.**

SEVENTH, the Effective Time of the merger shall be on the effective date these Articles of Merger are filed with the Florida Secretary of State Division of Corporations.

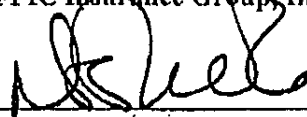
DATED: May 2, 2014.

**Anesthesiologists Professional Assurance Company**



Robert E. White, Jr., President  
**Anesthesiologists Professional Assurance Company**

**FPIC Insurance Group, Inc.**



David A. McHale, Secretary  
**FPIC Insurance Group, Inc.**

## **AGREEMENT AND PLAN OF MERGER**

### ***Merging***

**Anesthesiologists Professional Assurance Company**

### ***With and into***

**FPIC Insurance Group, Inc.**

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is entered into as of October 11, 2013 by and between **ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE COMPANY**, a Florida corporation (the "Disappearing Corporation"), and **FPIC INSURANCE GROUP, INC.**, a Florida corporation and immediate parent of the Disappearing Corporation (the "Surviving Corporation"), as approved by the Board of Directors of the Surviving Corporation.

**FIRST:** Effective December 31, 2013, and provided this Agreement and a related Assumption Reinsurance Agreement between Disappearing Corporation and its ultimate parent, The Doctors Company, is approved by the Florida Office of Insurance Regulation (the date and time herein referenced as; the "Effective Time"), the Disappearing Corporation shall be merged with and into the Surviving Corporation (the "Merger").

**SECOND:** The separate existence of the Disappearing Corporation shall cease at the Effective Time of the Merger and the Surviving Corporation shall continue as the surviving corporation after the Merger subject to the terms of this Agreement and the applicable provisions of the General Corporation Law of the State of Florida (the "FGCL"). At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the FGCL. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided herein, the Surviving Corporation shall possess all of the rights, privileges, powers and franchises of the Disappearing Corporation, and all property and other assets belonging to Disappearing Corporation shall be vested in the Surviving Corporation, and all debts, liabilities and duties of the Disappearing Corporation shall become the debts, liabilities and duties of the Surviving Corporation.

**THIRD:** The Surviving Corporation shall continue its existence under its present name, FPIC Insurance Group, Inc., pursuant to the provisions of the laws of the State of Florida.

**FOURTH:** The Articles of Incorporation of the Surviving Corporation upon the Effective Time shall be the Articles of Incorporation of the Surviving Corporation in effect until amended or changed in the manner prescribed by the provisions of the laws of the State of Florida.

**FIFTH:** The bylaws of the Surviving Corporation upon the Effective Time shall be the bylaws of the Surviving Corporation in effect immediately prior to the Merger and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the laws of the State of Florida.

SIXTH: The directors and officers in office of the Surviving Corporation upon the Effective Time shall continue to be directors and officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.

SEVENTH: At the Effective Time, each share of the Disappearing Corporation issued and outstanding immediately prior to the Effective Time and owned by the Surviving Corporation, shall, by virtue of the Merger and without any action on the part of the Surviving Corporation, cease to be outstanding, shall be canceled and retired without payment of any consideration therefor and shall cease to exist. Each issued and outstanding share of the Surviving Corporation shall not be converted or exchanged in any manner and, as of the Effective Time, shall represent one share of Common Stock of the Surviving Corporation.

EIGHTH: Each of the Disappearing Corporation and the Surviving Corporation hereby agrees that it will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the state of Florida, and that it will cause to be performed all necessary acts therein and elsewhere to effectuate the Merger.

NINTH: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

TENTH: This Agreement may be executed in any number of counter parts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger as of the date first written above.

SURVIVING CORPORATION:

FPIC INSURANCE GROUP, INC.

  
Richard E. Anderson, M.D.  
Chairman of the Board

  
David A. McHale, Secretary

DISAPPEARING CORPORATION:

ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE  
COMPANY

  
Robert E. White, Jr., President

  
David A. McHale, Secretary



**FILED**

APR 16 2014

OFFICE OF INSURANCE REGULATION

KEVIN MCCARTY  
COMMISSIONER

OFFICE OF  
INSURANCE REGULATION  
Docketed by: MB

IN THE MATTER OF:

CASE NO.: 147413-14-CO

Assumption Reinsurance Agreement between  
ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE  
COMPANY and THE DOCTORS COMPANY and merger  
of ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE  
COMPANY into FPIC INSURANCE GROUP, INC.

CONSENT ORDER

THIS CAUSE came on for consideration upon a Form D filing by ANESTHESIOLOGIST PROFESSIONAL ASSURANCE COMPANY (hereinafter referred to as "ANESTHESIOLOGIST") relating to an Assumption Reinsurance Agreement (hereinafter referred to as ARA Agreement) between ANESTHESIOLOGIST and THE DOCTORS COMPANY (hereinafter referred to as "DOCTORS"), and a merger/dissolution of ANESTHESIOLOGIST into its intermediate parent company, FPIC Insurance Group, Inc. (hereinafter referred to as "FPIC"). The OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE") having considered said request and being otherwise advised in the premises, finds as follows:

1. The OFFICE has jurisdiction over ANESTHESIOLOGIST, FPIC, DOCTORS, and the subject matter of this proceeding.
2. ANESTHESIOLOGIST is a Florida domiciled property and casualty insurance company. All of the issued and outstanding stock of ANESTHESIOLOGIST is owned by FPIC,

a Florida holding company. All of the issued outstanding stock of FPIC is owned by DOCTORS, a California Inter-Insurance Exchange.

3. ANESTHESIOLOGIST and DOCTORS have entered into the ARA Agreement, which is attached hereto as Exhibit "A." The ARA Agreement provides for the transfer to and assumption by DOCTORS of all of ANESTHESIOLOGIST's liabilities as defined in the ARA Agreement as of the closing date of March 31, 2014.

4. DOCTORS shall be liable to pay and reinsure one hundred percent (100%) of the liabilities of ANESTHESIOLOGIST. This transaction does not involve any discounting of reserves. The transaction contemplated by the ARA Agreement shall be deemed to have taken place before the merger described below.

5. ANESTHESIOLOGIST has requested approval of a plan to merge into its immediate parent company, FPIC. The Agreement and Plan of Merger (hereinafter referred to as Merger Agreement) is attached hereto as Exhibit "B." Under the Merger Agreement ANESTHESIOLOGIST shall be merged with and into FPIC. It is agreed that prior to the execution of the merger with and into FPIC, ANESTHESIOLOGIST shall surrender their Florida Certificate of Authority.

6. As of the effective date of the merger all issued and outstanding shares of ANESTHESIOLOGIST in existence immediately prior to the merger shall, without any other action on the part of FPIC, cease to be outstanding, shall be cancelled and shall be retired without payment of any consideration, and ANESTHESIOLOGIST shall cease to exist. ANESTHESIOLOGIST will be the disappearing corporation and FPIC will be the surviving corporation.



7. As a result of the merger, FPIC will become the owner of all of ANESTHESIOLOGIST's assets. The merger does not result in a change in the ultimate controlling ownership, and the transaction does not involve any unaffiliated parties.

8. DOCTORS shall pay administrative costs in the amount of three thousand U.S. dollars (\$3,000) within thirty (30) days of execution of this Consent Order. Doctors shall send payment for the administrative costs to the payment address on the invoice.

9. ANESTHESIOLOGIST, FPIC and DOCTORS expressly waive a hearing in this matter, and the making of findings of fact and conclusions of law by the OFFICE. ANESTHESIOLOGIST, FPIC, and DOCTORS hereby knowingly and voluntarily waives all rights of any kind to challenge or to contest this Consent Order in any forum available to it now or in the future, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

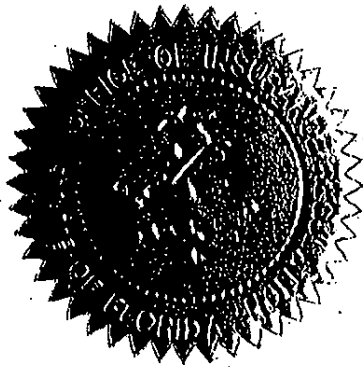
10. Except as noted above, each party shall bear its own costs and fees.

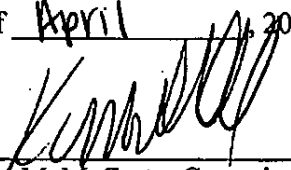
11. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has executed a copy of this Consent Order bearing the signature of the authorized representatives of ANESTHESIOLOGIST, FPIC, and DOCTORS, notwithstanding the fact that the copy may have been transmitted to the OFFICE electronically or via facsimile machine. Further, ANESTHESIOLOGIST, FPIC, and DOCTORS agree that the signatures, as affixed to the Consent Order, shall be under the seal of a Notary Public.

WHEREFORE, subject to the terms and conditions set forth above, the Agreement and Plan of Merger between ANESTHESIOLOGIST and FPIC and the Assumption Reinsurance Agreement between ANESTHESIOLOGIST and DOCTORS are hereby APPROVED.

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

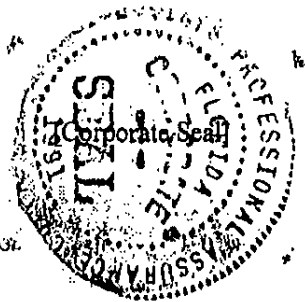
DONE and ORDERED this 16<sup>th</sup> day of April, 2014.



  
Kevin M. McCarty, Commissioner  
Office of Insurance Regulation

By execution hereof, ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE 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 therein. The undersigned represents that he or she has the authority to bind ANESTHESIOLOGISTS PROFESSIONAL ASSURANCE COMPANY to the terms and conditions of this Consent Order.

ANESTHESIOLOGISTS PROFESSIONAL  
ASSURANCE COMPANY



By: [Signature]  
Print Name: David A. McElake  
Title: Secretary  
Date: 4/27/14

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

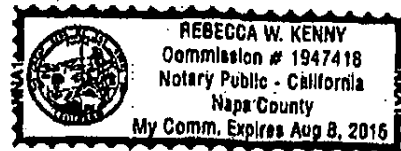
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_ as \_\_\_\_\_  
(name of person) (type of authority .... e.g. officer, trustee attorney in fact)  
for \_\_\_\_\_  
(company name)

State of California, County of NAPA,  
On 4/27/14 before me, REBECCA W. KENNY,  
Notary Public, personally appeared DAVID A. McELAKE  
who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument. I certify under PENALTY OF PERJURY  
under the laws of the State of California that the foregoing paragraph is  
true and correct. WITNESS my hand and official seal.

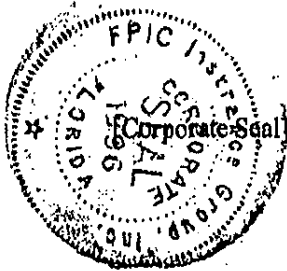
[Signature of Rebecca W. Kenny]  
(Signature of the Notary)

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



By execution hereof, FPIC 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 therein. The undersigned represents that he or she has the authority to bind FPIC INSURANCE GROUP to the terms and conditions of this Consent Order.



FPIC INSURANCE GROUP, INC.

By: [Signature]

Print Name: Daniel A. McStable

Title: Secretary

Date: 4/7/14

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

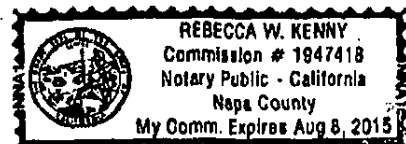
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_ as \_\_\_\_\_  
(name of person) (type of authority .... e.g. officer, trustee attorney in fact)  
for \_\_\_\_\_  
(company name)

State of California: County of Napa  
On 4/11/14 before me, Rebecca W. Kenny,  
Notary Public, personally appeared Daniel A. McStable  
who proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument. I certify under PENALTY OF PERJURY  
under the laws of the State of California that the foregoing paragraph is  
true and correct. WITNESS my hand and official seal.

[Signature]  
(Signature of the Notary)

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_




By:

**Print Name:**

**Title:**

Date:

 **REBECCA W. KENNY**  
Commission # 1947418  
Notary Public - California  
Napa County  
My Comm. Expires Aug 8, 2015

COPIES FURNISHED TO:

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The Doctors Company  
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(904) 360-3281

David Altmaier, Director  
Financial Oversight  
Property and Casualty Solvency  
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Tallahassee, Florida 32301

Leonard Holton  
Assistant General Counsel  
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