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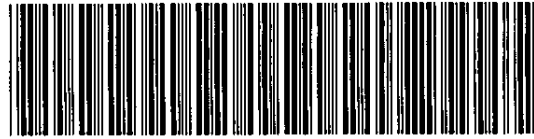
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Merger

09/17/09--01033--005 *78.75

~~EXPLORE DATE~~
9/30/09

DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

09 SEP 17 PM 12:07

RECEIVED

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

09 SEP 17 PM 12:07

FILED

AJR
9/17/09

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: American General Property Insurance 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:

Karen Asher-Cohen
(Contact Person)

Radey Thomas Yon & Clark, P.A.
(Firm/Company)

P.O. Box 10967
(Address)

Tallahassee, FL 32302
(City/State and Zip Code)

For further information concerning this matter, please call:

Karen Asher-Cohen/Tom Crabb At (850) 425-6654
(Name of Contact Person) (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

9/30/09

FILED

ARTICLES OF MERGER

09 SEP 17 PM 12:07

Pursuant to the provisions of Tennessee Code Annotated ("TCA") Sections 48-21-101 et seq. and 56-10-101 et seq., the undersigned corporations adopt the following Articles of Merger.

- 1. An Agreement and Plan of Merger ("Plan of Merger"), a copy of which is attached hereto as Exhibit A, has been adopted in accordance with the provisions of TCA Sections 48-21-102 and 56-10-102. The Plan of Merger provides for the merger of American General Property Insurance Company of Florida with and into American General Property Insurance Company, with American General Property Insurance Company being the surviving corporation.
2. The names of the corporations participating in the merger and their respective states or jurisdiction of incorporation are as follows:

Name of Corporation

Jurisdiction

American General Property Insurance Company of Florida
American General Property Insurance Company

Florida
Tennessee

- 3. The Plan of Merger was unanimously approved by the respective shareholders of each corporation as set forth below, on July 28, 2008.
4. As to each of the undersigned corporations, the number of shares outstanding and the number of outstanding shares of each class entitled to vote as a class on adoption of the Plan of Merger, are as follows:

Table with 4 columns: Name of Corporation, Number of Shares Outstanding, Designation of Class, and Number of Shares. Rows include American General Property Insurance Company of Florida and American General Property Insurance Company.


- 5. As to each of the undersigned corporations, the total number of shares voted for and against the Plan of Merger, respectively, and, the number of shares of each class voted for and against the Plan of Merger respectively, are as follows:

Table with 6 columns: Name of Corporation, Total Voted For, Total Voted Against, Class, Voted For, and Voted Against. Rows include American General Property Insurance Company of Florida and American General Property Insurance Company.


6. As to each foreign corporation that is a party to the Plan of Merger, the approval of the Plan of Merger was duly authorized by all actions required by the laws under which it was incorporated or organized and by its constituent documents.
7. American General Property Insurance Company, the surviving corporation, will be responsible for the payment of all fees and franchise taxes of the merged corporation and will be obligated to pay such fees and franchise taxes if the same are not timely paid.

(Corporate Seal)

**AMERICAN GENERAL PROPERTY INSURANCE
COMPANY**

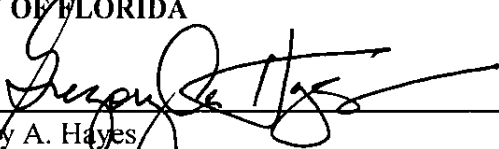
By: 
James A. Mallon
President and Chief Executive Officer

ATTEST:

By: 
Sharon K. Roberson, Assistant Secretary

(Corporate Seal)

**AMERICAN GENERAL PROPERTY INSURANCE
COMPANY OF FLORIDA**

By: 
Gregory A. Hayes
Senior Vice President and Treasurer

ATTEST:


By: 
Sharon K. Roberson, Assistant Secretary

EXHIBIT A

7905533.2

AGREEMENT AND PLAN OF MERGER

between

AMERICAN GENERAL PROPERTY INSURANCE COMPANY OF FLORIDA
a Florida insurance company

and

AMERICAN GENERAL PROPERTY INSURANCE COMPANY
a Tennessee insurance company

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of July 10, 2009 is by and between **AMERICAN GENERAL PROPERTY INSURANCE COMPANY OF FLORIDA**, a Florida property and casualty insurance company, incorporated on April 20, 1970, formerly known as Independent Fire Insurance Company of Florida ("AGPIC-FL"), and **AMERICAN GENERAL PROPERTY INSURANCE COMPANY**, a Tennessee property and casualty insurance company, incorporated on September 23, 1974, and formerly known as N.P.O. Insurance Company ("AGPIC"). AGPIC-FL and AGPIC are sometimes referred to herein as each, the "Constituent Corporation," and collectively, the "Constituent Corporations."

RECITALS:

WHEREAS, the Boards of Directors of AGPIC-FL and AGPIC determined that it is advisable for the general welfare of AGPIC-FL and AGPIC and their respective shareholders, that AGPIC-FL and AGPIC merge into a single corporation pursuant to this Agreement and the applicable laws of the States of Florida and Tennessee, in a transaction intended to qualify as a reorganization pursuant to Section 368 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, at the date of this Agreement set forth above, American General Life and Accident Insurance Company, a Tennessee insurance company ("AGLA") is the sole shareholder of AGPIC, and AGPIC is the sole shareholder of AGPIC-FL; and

WHEREAS, the Board of Directors of each Constituent Corporation has approved this Agreement and the transaction contemplated hereunder.

NOW, THEREFORE, for and in consideration of the mutual promises and subject to the conditions contained herein, the Constituent Corporations agree that in accordance with the applicable laws of the States of Florida and Tennessee, AGPIC-FL shall be merged with and into AGPIC, with AGPIC being the surviving corporation (which in its capacity as the ultimate surviving corporation, AGPIC may be referred to as the "Surviving Corporation").

In this regard, the terms and conditions of the merger and the mode of carrying it into effect shall be as follows:

Section 1. Effective Date

The merger provided for in this Agreement shall become effective as of 11:59 p.m., Central Time, on September 30, 2009, or such other time and date as may be agreed to in writing by the Constituent Corporations (the "Effective Date"), assuming (i) all necessary corporate and regulatory approvals have been obtained; and (ii) this Agreement and/or related articles or certificates of merger have been executed, acknowledged, verified and filed as may be required under applicable law, or as directed by the Commissioners of Insurance (or similar authority) of the States of Florida and Tennessee.

Section 2. Capital Stock

- 2.1 Capital Stock of AGPIC-FL. Each share of capital stock of AGPIC-FL (\$10.00 par value per share), whether issued and outstanding or held in the treasury of AGPIC-FL, shall be canceled upon the effectiveness of the merger.
- 2.2 Capital Stock of AGPIC. Each share of all issued and outstanding capital stock of AGPIC, consisting of 175,741 shares of common stock (\$100.00 par value per share), on the Effective Date, shall continue to evidence the same number of shares of the capital stock of the Surviving Corporation.
- 2.3 Common Stock held by AGLA upon Effectiveness of the Merger. As a result of the foregoing, AGLA, the parent company of AGPIC, will continue to hold the same number of issued and outstanding shares of the common stock of the Surviving Corporation upon the effectiveness of the merger as it did in AGPIC prior to the merger.

Section 3. Charter and Bylaws

The Charter and Bylaws of AGPIC shall remain as the Charter and Bylaws of the Surviving Corporation.

Section 4. Board of Directors and Officers of Surviving Corporation

- 4.1 Board of Directors. Until the election and qualification of their successors, the members of the Board of Directors of the Surviving Corporation shall be the Board of Directors of AGPIC in office on the Effective Date.
- 4.2 Officers. The elected officers of the Surviving Corporation, who shall continue to serve in office at the pleasure of the Board of Directors of the Surviving Corporation, shall be the elected officers of AGPIC on the Effective Date.

Section 5. Governing Law and Name of Surviving Corporation

- 5.1 Governing Law of Surviving Corporation. Following the effectiveness of the merger, the Surviving Corporation shall be governed by the laws of the State of Tennessee.
- 5.2 Name of Surviving Corporation. The name of the Surviving Corporation shall continue to be "American General Property Insurance Company," and the Surviving Corporation will conduct business as authorized by its Charter, as amended.

Section 6. Effect of the Merger

On the Effective Date, the existence of AGPIC-FL as a distinct corporate entity shall cease. Accordingly, under the applicable laws of the States of Florida and Tennessee, AGPIC-FL is treated as if it transferred all of its net assets to AGPIC in deemed exchange for AGPIC common shares which, in turn, are deemed distributed to AGLA in deemed exchange for cancellation of all the AGPIC-FL shares. On the Effective Date, the Surviving Corporation shall succeed, without other deed or transfer, to all the respective rights, franchises, interests, and property, real, personal or mixed, of AGPIC-FL, and the Surviving Corporation shall be subject to all the debts, obligations and liabilities of AGPIC-FL in the same manner as if the Surviving Corporation had itself incurred the debts, obligations and liabilities.

Section 7. Approval of Sole Shareholder

This Agreement has been or will be approved by AGLA, the current sole shareholder of AGPIC, and by AGPIC, the current sole shareholder of AGPIC-FL.

Section 8. Access

From the date of this Agreement to the Effective Date, each Constituent Corporation shall provide the other Constituent Corporation with such information and permit the other's officers and representatives such access to its properties and books and records as the other may from time to time reasonably request.

Section 9. Termination

9.1 Circumstances of Termination. This Agreement may be terminated (notwithstanding approval by the sole shareholder of each of the parties hereto) by the Board of Directors of either of the Constituent Corporations at any time prior to the Effective Date, or as may otherwise be permitted by applicable law or agreed to between the parties hereto.

9.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 9.1 above, each party to this Agreement shall pay the costs and expenses incurred by it in connection with this Agreement and no party (or any officer, director or shareholder of such party) shall be liable to any other party for any costs, expenses, damages, or loss of anticipated profits hereunder.

Section 10. General Provisions

10.1 Further Assurances. At any time, and from time to time, prior to or after the Effective Date, each party shall execute such additional instruments and take such additional actions as may be reasonably requested by the other party to confirm title to any property vested in the Surviving Corporation hereunder or otherwise to carry out the intent and purposes of this Agreement.

10.2 Waiver. Any failure on the part of either party hereto to comply with any of its obligations, agreements, or conditions hereunder may only be waived in writing by the party to whom such compliance is owed.

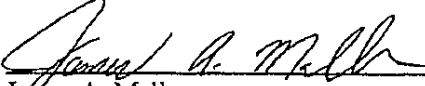
- 10.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any other agreement, representation, or communication, whether oral or written, between the parties hereto relating to the transactions contemplated herein or the subject matter hereof.
- 10.4 Headings. The section and subsection headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 10.5 Governing Law. This Agreement shall be governed by the applicable laws of the State of Tennessee, and once approved by the applicable insurance regulators, construed and enforced in accordance with the laws of the State of Tennessee.
- 10.6 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.7 No Additional Compensation. No director, officer, agent, or employee of AGPIC-FL or AGPIC shall receive any fee, commission, compensation, or other valuable consideration whatsoever for aiding, promoting, or assisting in the merger or in the adoption or approval of this Agreement, other than normal and routine fees, commissions, compensation, bonuses, and employee benefits currently being paid to such directors, officers, agents, and employees in their usual capacity as such.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]


IN WITNESS WHEREOF, AGPIC-FL and AGPIC, pursuant to authority duly given by their respective Boards of Directors, have caused this Agreement to be executed as of the day and year first above written.

AMERICAN GENERAL PROPERTY INSURANCE COMPANY OF FLORIDA

(Corporate Seal)

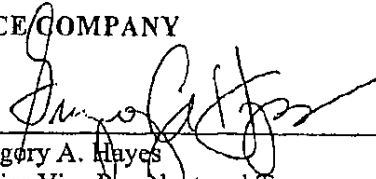
By: 
James A. Mallon
President and Chief Executive Officer

ATTEST:

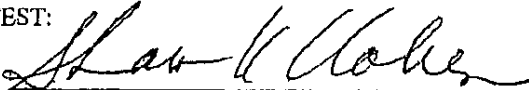
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AMERICAN GENERAL PROPERTY INSURANCE COMPANY

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Senior Vice President and Treasurer

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