

STATE OF ILLINOIS
DEPARTMENT OF INSURANCE



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CERTIFICATE OF MERGER

WHEREAS, a certain Agreement and Plan of Merger dated as of December 28, 1989 by and between UNITED INSURANCE COMPANY OF AMERICA a stock legal reserve life insurance company organized and existing under and by virtue of the laws of the State of Illinois with home office at Chicago, Illinois and UNITED TRANSITION CO., a Delaware corporation, and TELEDYNE, INC., a Delaware corporation, whereby the said UNITED TRANSITION CO. will be merged into the said UNITED INSURANCE COMPANY OF AMERICA, the surviving company, has been presented to the Director of Insurance of the State of Illinois for approval.

And, it appearing from the documents filed with the Director of Insurance of the State of Illinois that the said parties to said Agreement and Plan of Merger have in all respects complied with the laws of the State of Illinois and with all applicable provisions of an Act of the General Assembly of the State of Illinois, entitled: "Illinois Insurance Code", approved June 29, 1937 as amended, and that said Agreement is in accordance with the provisions of Article X of the said "Illinois Insurance Code" and is not inconsistent with the laws or constitution of the State of Illinois or of the United States, and the undersigned Director of Insurance of the State of Illinois being satisfied that no reasonable objection exists thereto.

IT IS, THEREFORE, ORDEED that said Agreement and Plan of Merger be and the same is hereby approved.

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of my office. Done at the City of Springfield this 28TH day of DECEMBER, 1989.


ZACK STAMP
Director of Insurance

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into as of this 28th day of December, 1989 by and between United Insurance Company of America, an Illinois corporation (the "Company"), United Transition Co., a Delaware corporation ("Transition Co."), and Teledyne, Inc., a Delaware corporation ("Teledyne"), with reference to the following facts:

A. The authorized capital stock of the Company consists of 12,000,000 shares of common stock, of which 4,095,327 shares are issued and outstanding ("Company Stock"). Of this amount 4,060,835 shares are owned of record and beneficially by Teledyne.

B. The authorized capital stock of Transition Co. consists of 3,000 shares of common stock, 1,000 of which are issued and outstanding and owned of record and beneficially by Teledyne.

C. The Board of Directors of each of the Company, Teledyne and Transition Co., by resolutions duly adopted, have approved this Agreement and Plan of Merger, and the Company and Transition Co. have directed the submission thereof to their respective shareholders.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions herein contained, the parties hereto agree as follows:

Article 1

THE MERGER

At the Effective Time, as defined in Article 2 hereof, in accordance with the provisions of the Illinois Insurance Code and the Delaware General Corporation Act, Transition Co. shall be merged with and into the Company with the Company as the surviving corporation ("Surviving Corporation"), which transaction is referred to as the "Merger." The separate existence and corporate organization of Transition Co. shall thereupon cease and Transition Co. and Company shall thereupon become a single corporation; to wit, the Surviving Corporation, which shall continue its existence under Illinois law. The corporate identity, existence, name, purposes, franchises, powers, rights, and immunities of the Surviving Corporation shall continue unaffected and unimpaired by the Merger, and the corporate identity, existence, purposes, franchises, power, rights, and immunities of Transition Co. shall be merged into the Surviving Corporation which shall be fully vested therewith. The

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Surviving Corporation shall be subject to all debts and liabilities, public and private, of Transition Co., if any, as if the Surviving Corporation had itself incurred them, and all rights of creditors and all liens upon the property of each of the Surviving Corporation and Transition Co. shall be preserved unimpaired, provided that all such liens, if any, upon the property of Transition Co. shall be limited to the property affected thereby immediately prior to the Effective Time.

Article 2

EFFECTIVE TIME

The Merger shall become effective subject to the terms and conditions hereof at the time and on the date on which the Director of Insurance of the State of Illinois issues a Certificate of Merger with respect to the Merger. The date on which this Merger will become effective is called the "Effective Time."

Article 3

TERMINATION AND AMENDMENT

3.1 This Agreement may be terminated and the Merger may be abandoned, at any time prior to the Effective Time, whether or not a vote of the shareholders of any or all the parties thereto has been taken, by the mutual consent of the respective Boards of Directors of Teledyne, the Company and Transition Co.

3.2 The parties may amend, modify, or supplement this Agreement and Plan of Merger upon approval of the Boards of Directors of the Company, Teledyne and Transition Co.; provided that approval of the shareholders of the Company shall be required for any such amendment, modification or supplement which would (i) decrease the price to be paid to Company shareholders pursuant to Section 6.1(b) hereof or (ii) change any other term or condition of this Agreement if any such change, alone or in the aggregate, would materially and adversely affect any of the shareholders of the Company.

Article 4

ARTICLES OF INCORPORATION; BYLAWS

At the Effective Time the Restated Articles of Incorporation and Bylaws of the Company in effect immediately prior to the Effective Time shall be the Restated Articles of Incorporation and Bylaws respectively, of the Surviving Corporation.

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Article 5

BOARD OF DIRECTORS

At the Effective Time the Board of Directors of the Company in office immediately prior thereto shall be the Board of Directors of the Surviving Corporation.

Article 6

MANNER OF CONVERTING SHARES

6.1 At the Effective Time:

(a) Each share of Transition Co.'s capital stock issued and outstanding immediately prior to the Effective Time will be cancelled and no shares of Surviving Corporation shall be issued in exchange therefor;

(b) Each share of Company Stock issued and outstanding immediately prior to the Effective Time (other than such shares which are held by Teledyne) shall be cancelled by virtue of the Merger and the holders thereof will cease to have any rights with respect thereto (except such rights as such holders may have as dissenting shareholders) and in lieu thereof the right of each shareholder shall be converted into and exchanged for the right to receive \$321.19 in cash in the manner hereinafter provided; and

(c) Each share of Company Stock issued and outstanding and held by Teledyne shall remain issued and outstanding and shall not be affected hereby.

6.2 (a) Before the Effective Time, the Company shall designate a disbursing agent ("Paying Agent") and shall deliver to the Paying Agent from time to time cash in an amount sufficient to pay the holders of Company Stock entitled to receive cash for their shares pursuant to Section 6.1(b) above, who have presented their stock certificates to the Paying Agent for cancellation as described in subsection (b) below.

(b) After the Effective Time, each holder other than Teledyne of a certificate or certificates which immediately prior thereto represented shares of Company Stock shall be entitled to receive, upon surrender of such certificate(s) to the Paying Agent for cancellation, cash in the amount of \$321.19 for each share of Company Stock represented thereby, without interest. Until so surrendered and exchanged, each outstanding certificate, other than those owned by Teledyne, which prior to the Effective Time represented outstanding

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shares of Company Stock shall be deemed cancelled and for all purposes to represent only the right to receive \$321.19 in cash for each share of stock represented thereby.

(c) If payment is to be made to a person other than the one in whose name the certificate(s) surrendered is registered, it shall be a condition of such payment that the certificate(s) so surrendered shall be properly endorsed (with such signatures and guarantees as may be required by the Paying Agent) and the person requesting such payment shall pay any transfer or other taxes required because of payment to a person other than the registered holder of the certificate(s) surrendered.

6.3 All funds deposited with the Paying Agent to pay for such shares of Company Stock (together with any interest or profits that may accrue thereto) which remains unclaimed after the expiration of ninety (90) days after the Effective Time, shall be delivered by the Paying Agent to the Surviving Corporation. Any holder of Company Stock who has not surrendered such holder's certificate(s) to the Paying Agent prior to such time shall look, subject to the applicable escheat and other laws, as a general creditor, only to the Surviving Corporation for payment.

6.4 If the holder of any shares of Company Stock issued and outstanding immediately prior to the Effective Time shall, in accordance with the applicable provisions of Section 167 of the Illinois Insurance Code, become entitled to receive payment for the fair value of such shares, such payment shall be made by the Surviving Corporation.

Article 7

CONDITIONS TO OBLIGATIONS

7.1 The obligations of the Company, Teledyne and Transition Co. to consummate the Merger are, at the option of such parties, subject to the conditions that at or before the Effective Time:

(a) No Default. Consummation of the Merger will not violate any law, regulation or governmental requirement, judgment, or other court order binding on either the Company, Teledyne, or Transition Co. nor result in a breach of or default under any contract, lease, agreement or other binding obligation entered into by the Company and any third party.

(b) Consent. All required consents, authorizations and approvals of and all exemptions by, or filings with any governmental authority, in particular the consent of the

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Illinois Director of Insurance, required to be obtained or made by the Company in connection with the performance of this Agreement or the taking of any action contemplated thereby, shall have been obtained or made.

(c) Corporate Proceedings. The Merger shall have been approved by all the necessary corporate proceedings of the Company, Teledyne and Transition Co. including the approval by their respective shareholders, if required, in accordance with applicable law of their respective states of incorporation

(d) No Litigation. No litigation is pending, threatened, instituted or contemplated by any party, seeking to restrain or enjoin or otherwise attack the validity of the Merger or which would interfere with the transaction contemplated herein.

(e) No Material Changes. There shall not have occurred any material adverse change from June 30, 1989 in the business, assets or financial condition of the Company or Teledyne.

Article 8

WARRANTIES AND REPRESENTATIONS

8.1 The Company represents and warrants that:

(a) It is a corporation duly organized under the laws of Illinois and that it is validly existing. The Company has an authorized share capital of 12,000,000 shares of common stock, \$2.50 par value, 4,095,327 of which are issued and outstanding. No other shares of common stock will be outstanding at the Effective Time. No other classes of capital stock are or will be issued and outstanding.

(b) It does not have any obligations or commitments to issue, deliver or sell any of its shares of capital stock, except as may be provided herein.

(c) It has the full power and authority to execute and carry out the terms of this Agreement pending approval by its shareholders.

8.2 Transition Co. represents and warrants that:

(a) It is a corporation duly organized under the laws of Delaware and that it is validly existing. Transition Co. has an authorized share capital of 3,000 shares of common stock, \$.01 par value, 1,000 of which are issued and

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outstanding. No other shares of common stock will be outstanding at the Effective Time. No other classes of capital stock are or will be issued and outstanding.

(b) It does not have any obligations or commitments to issue, deliver or sell any of its shares of capital stock, except as may be provided herein.

(c) It has the full power and authority to execute and carry out the terms of this Agreement pending approval by its shareholders.

9.3 Teledyne represents and warrants that:

(a) It is a corporation duly organized under the laws of Delaware and that it is validly existing.

(b) It has full power and authority to execute and carry out the terms of this Agreement.

Article 9

MISCELLANEOUS

9.1 Counterparts. This Agreement may be executed by counterparts for the convenience of the parties hereto, provided that any such counterpart shall be deemed to be an original instrument all of which together shall constitute one and the same agreement.

9.2 Waiver. At any time prior to the Effective Time, any party hereto may, by action of its Board of Directors or the responsible officers authorized thereto by such Board of Directors, waive compliance by any other party with any of the conditions, covenants and agreements herein contained. However, any such waiver must be in writing.

9.3 Governing Law. This Agreement and the legal relations flowing therefrom between Teledyne, the Company and Transition Co. shall be governed by and construed in accordance with the laws of the State of Illinois.

9.4 Fees and Expenses. If the Merger should be abandoned or terminated as provided herein, each party will pay all of its own fees and expenses incurred in connection herewith and with the Merger. There will be no further liability hereunder on the part of any party or on any of its directors or officers if the Merger should be so terminated, except by reason of breach hereof.

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9.5 Further Assurance. Each of the parties hereto agrees to execute such further documents and to take such further actions as may be necessary in order to effectuate and consummate the Merger contemplated hereby. Each of the parties agrees that the Merger contemplated hereby will be consummated as soon as practical.

9.6 Notices. Any notice, request, instruction or other communication to be given by one party to the other shall be in writing and shall be delivered personally or sent by registered mail, postage pre-paid:

1. If to the Company addressed to:

United Insurance Company of America
One East Wacker Drive
Chicago, Illinois 60601
Attn: Thomas H. Maloney

2. If to Transition Co. addressed to:

United Transition Co.
1901 Avenue of the Stars, Suite 1800
Los Angeles, California 90067
Attn: Judith R. Nelson

3. If to Teledyne addressed to:

Teledyne, Inc.
1901 Avenue of the Stars, Suite 1800
Los Angeles, California 90067
Attn: Judith R. Nelson

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IN WITNESS WHEREOF, the undersigned have each executed this Agreement and Plan of Merger as of the day and year first above written.

UNITED INSURANCE COMPANY OF AMERICA

By: [Signature]
Richard C. Vie, President

By: [Signature]
Thomas H. Maloney, Secretary

UNITED TRANSITION CO.

By: [Signature]
Jerrold V. Jerome, President

By: [Signature]
Judith R. Nelson, Secretary

TELEDYNE, INC.

By: [Signature]
George A. Roberts, President

By: [Signature]
Judith R. Nelson, Secretary

Approved	DEC 28 1989
State of Illinois Department of Insurance	
by	<u>[Signature]</u> Director of Insurance

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Return To:

**Mr. Samuel L. Fitzpatrick
United Insurance Company of America
One East Wacker Drive
Chicago, Illinois 60601**