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REDACTED MATERIAL IS MARKED AS [REDACTED]

**FORM A**

**STATEMENT REGARDING THE ACQUISITION OF CONTROL OF  
A DOMESTIC INSURER**

**SOUTHERN GUARANTY INSURANCE COMPANY**

Name of Domestic Insurer

by

**PREMIER SERVICING, LLC**

Name of Acquiring Persons

Filed with the Office of the Commissioner of Insurance, State of  
Wisconsin

Dated September 20, 2016

Name, title, address and telephone number of individual to whom notices and  
correspondence concerning this statement should be addressed:

TO:

*With a copy to:*

Lane Kent, President  
Premier Administrative Solutions  
13600 ICOT Boulevard, Bldg. A  
Clearwater, Florida 33760  
727-266-9958

Michael L. Averill, CPCU, MBA  
92 McIntosh Lane  
Bedford, New Hampshire 03110  
603-714-0844

**ITEM 1. INSURER AND METHOD OF ACQUISITION**

The name and address of the Domestic Insurer to which this application (this "Form A") applies is: Southern Guaranty Insurance Company ("SGIC" or the "Domestic Insurer"), 717 Green Valley Road, Suite 100, Greensboro, North Carolina 27408 (NAIC# 41335).

General Casualty Company of Wisconsin ("General Casualty") owns 100% of the issued and outstanding voting stock of the Domestic Insurer. The Domestic Insurer is under the ultimate control of General Casualty Company of Wisconsin.

The acquiring party in this transaction is Premier Servicing, LLC ("Premier"). Premier is a Delaware Limited Liability Company.

The Applicant intends to acquire control of Southern Guaranty by acquiring 100% of the issued and outstanding stock of SGIC pursuant to a certain Stock Purchase Agreement (the "Agreement") dated TBD, by and between General Casualty and Premier. A working draft copy of the Agreement is attached to this Form A as Exhibit A and is incorporated herein by reference.

Pursuant to the Agreement, and subject to all required regulatory approvals, including the approval of this Form A by the Wisconsin Office of the Commissioner of Insurance (the "Commissioner"), Premier intends to acquire all of the issued and outstanding shares of the capital stock of SGIC (the "Acquisition"). As a result of the Acquisition, the Applicants will acquire the power to exercise all voting rights in the governance of SGIC. The specific terms and conditions governing the acquisition are set forth in the Agreement. Certain material terms of the Agreement are summarized as follows:

- At the time the Agreement was signed, there were [REDACTED] shares of common stock of SGIC issued and outstanding (the "Common Stock").
- Prior to the closing of the Acquisition, SGIC and General Casualty will enter into a quota share reinsurance agreement (the "Reinsurance Agreement") whereby General Casualty will (i) 100% reinsure, at its cost, all of the liabilities of SGIC relating to policies issued by SGIC prior to the closing (the "Pre-Closing Policies"), including any renewals of the Pre-Closing Policies (the "Post-Closing Policies") which SGIC is obligated by contract or applicable law to issue after the closing of the Acquisition, and (ii) administer, in all respects and at its cost, the Pre-Closing Policies and Post-Closing Policies.
- Prior to the closing of the Acquisition, and subject to receipt of regulatory approval, General Casualty will cause SGIC to transfer assets, by dividend or distribution, to General Casualty such that SGIC has \$ [REDACTED] in capital at the closing of the Acquisition.

- At the closing of the Acquisition, Premier will acquire all of the Common Stock, and the Applicant will thereby acquire control of SGIC.
- As consideration for the Common Stock, and subject to the terms and conditions of the Agreement, Premier will pay to General Casualty at the closing an aggregate cash purchase price of [REDACTED] for each state license in good standing plus the Statutory Capital of SGIC as of prior to the Closing, determined in accordance with the terms of the Agreement (the "Purchase Price"), as described more thoroughly in Item 4 below. As of this filing SGIC has active licenses in nine (9) states, being Alabama, Arkansas, Georgia, Mississippi, North Carolina, Pennsylvania, South Carolina, Tennessee and Wisconsin.
- The Agreement contains representations and warranties by the parties, and imposes certain pre-closing covenants and post-closing indemnification obligations on the parties, in each case that are either customary for acquisitions of this nature or otherwise suitable for this particular Acquisition.
- The closing of the Acquisition is subject to closing conditions that are either customary for acquisitions of this nature or otherwise suitable for this particular Acquisition, including, without limitation, conditions relating to the receipt of regulatory approvals, accuracy at the closing date of certain representations and warranties made in the Agreement, compliance with pre-closing covenants, the absence of any Company Material Adverse Effect or Purchaser Material Adverse Effect (as those terms are defined in the Agreement), and the delivery of certain closing documentation.
- It is anticipated that the closing of the Acquisition will occur on December 31, 2016, the date on which the last of the closing conditions are expected to be satisfied or waived, or on such other date as Premier and General Casualty may mutually agree in writing; in each case subject to the satisfaction or waiver of all conditions precedent set forth in the Agreement, including the approval of this Form A by the Commissioner. All funds will be held in escrow as soon as the Form A is approved by the Commissioner.

This statement is submitted for the purpose of obtaining the approval of the Commissioner pursuant to Section 611.72 of the Wisconsin Statutes and the applicable provisions of the Wisconsin Administrative Code.

**ITEM 2. IDENTITY AND BACKGROUND OF THE APPLICANTS**

(a) The Applicants

The name and address of the Applicant is as follows:

Premier Servicing, LLC  
13600 ICOT Boulevard  
Bldg. A.  
Clearwater, Florida 33760

(b) The Applicants Business Operations

Premier is a privately held Delaware Limited Liability Company. One shareholder (the "Shareholder") identified below in Item 3 holds more than 10% of the voting stock of Premier.

The principal business of the Applicant and its affiliates is providing administrative and customized care services to niche medical markets across the United States.

The Applicant intends to maintain the current Certificate of Authority for SGIC in Wisconsin and the other states in which the Company is currently licensed. The planned business operations of SGIC are as set forth in Exhibit B, the Business Plan, attached hereto.

(c) Organization Chart

The chart attached hereto as Exhibit C lists the present identities of, and inter-relationships among, the Applicant and all known affiliates of the Applicant. This chart indicates the percentage of ownership interests, type of organization, and state or other jurisdiction of domicile of each person that is owned or controlled by the Applicant or by any such person. There are no court proceedings involving a reorganization or liquidation pending with respect to any such person.

**ITEM 3. IDENTITY AND BACKGROUND OF INDIVIDUAL ASSOCIATED WITH THE APPLICANTS**

Identity of Officers, Directors and Owners

Following are the names and titles of the respective directors, executive officers and owners of the Applicant at the effective date of the Acquisition unless otherwise indicated:

**Premier Officers, Directors and Owners**

<b>Name</b>	<b>Title</b>
Dale F. Schmidt	Chairman, CEO, CFO & Beneficial Owner
Lane B. Kent	President
Barbara L. Freeman	Executive Vice President of Operations
Michael V. Barton	Executive Vice President of Investments & Director

**SGIC Ownership as of 1/1/2017**

<b>Name</b>	<b>Ownership Interest</b>
Dale Schmidt	100% of Premier's voting stock is held by Dale F. Schmidt through trusts for which Dale Schmidt is the grantor.

**Biographical Affidavits and Authority for Release of Information**

Biographical Affidavits and completed releases as required by the Commissioner are enclosed with this Form A under separate cover.

**ITEM 4. NATURE, SOURCE AND AMOUNT OF CONSIDERATION**

- (a) Premier will purchase Southern Guaranty for the Purchase Price referenced in Item 1 above. The Purchase Price will be paid entirely in cash. The source of the funds for the purchase will be Premier's cash reserves. No part of the purchase price will be obtained through third-party financing.
- (b) The Purchase Price is a result of arms' length negotiations between the parties. The Applicants were represented by independent financial and legal advisors, and Southern Guaranty was represented by independent financial and legal advisors, in the negotiations between the parties.

**ITEM 5. FUTURE PLANS OF INSURER**

- The Applicants intend to cause the directors and officers of Southern Guaranty to be replaced with the following persons:

### SGIC Directors

Name	Title
Dale F. Schmidt	Chairman, CEO, CFO & Beneficial Owner
Michael V. Barton	Executive Vice President of Investments & Director

### SGIC Officers

Name	Title
Dale F. Schmidt	Chairman, CEO, CFO & Beneficial Owner
Lane B. Kent	President
Barbara L. Freeman	Executive Vice President of Operations
Michael V. Barton	Executive Vice President of Investments & Director

To the extent not provided in Item 3 above, Biographical Affidavits and completed releases as required by the Commissioner for the above-named persons are enclosed with this Form A under separate cover.

- Except as described above or elsewhere in this Form A, the Applicant has no current plans or proposals to cause Southern Guaranty to declare an extraordinary dividend, to liquidate Southern Guaranty, to sell any of Southern Guaranty's assets, to merge Southern Guaranty with any person or persons or to make any other material change in Southern Guaranty's business operations or corporate structure.

### ITEM 6. VOTING SECURITIES TO BE ACQUIRED

As a result of the Acquisition, Premier will acquire all of the issued and outstanding shares of the common stock of Southern Guaranty, which will consist of [REDACTED] shares as of the date of closing. The terms and conditions of the Acquisition of the common stock of Southern Guaranty are set forth in the Agreement. The terms and conditions of the Acquisition were arrived at through arms' length negotiations between the Applicant and Southern Guaranty.

### ITEM 7. OWNERSHIP OF VOTING SECURITIES

Other than as set forth in the Agreement, neither the Applicants nor any of their affiliates or any of the persons listed in Item 3 has a beneficial interest in, or the right to acquire a beneficial interest in, the voting securities of SGIC.

**ITEM 8. CONTRACTS, ARRANGEMENTS, OR UNDERSTANDINGS WITH RESPECT TO VOTING SECURITIES OF THE INSURER**

The Agreement reflects the current working draft agreement between Southern Guaranty and Premier in relation to the Acquisition.

Except for the Agreement, there are no contracts, arrangements or understandings directly or indirectly related to any voting securities of SGIC to which the Applicants, their affiliates, or any person listed in Item 3 is a party, including but not limited to: transfer of any of the securities, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or guarantees of profits, division of losses or profits, or the giving or withholding of proxies.

**ITEM 9. RECENT PURCHASES OF VOTING SECURITIES**

There have been no direct or indirect purchases of any voting securities of Southern Guaranty by the Applicants, their affiliates or any person listed in Item 3 during the twelve calendar months preceding the filing of this Form A.

**ITEM 10. RECENT RECOMMENDATIONS TO PURCHASE**

Except for the Agreement, neither the Applicants, their affiliates or any person listed in Item 3, or to the knowledge of the Applicant, any other person based upon interviews or at the suggestion of the Applicants, their affiliates or any person listed in Item 3, has made any recommendations to others to acquire any shares of the voting securities of SGIC during the twelve calendar months preceding the filing of this Form A.

**ITEM 11. AGREEMENTS WITH BROKER-DEALERS**

There are no agreements, contracts or understandings with any broker-dealer as to the solicitation of voting securities for tender.

**ITEM 12. FINANCIAL STATEMENTS**

Financial documentation for the Applicant for the preceding five fiscal years, in addition to financial statements covering the period from the end the Applicants' last fiscal year, and the certification of such financial statements by an independent accountant, are attached to this Form A as Exhibit D, as noted below.

Financial Statements	Exhibit
Premier's Previous Five (5) Fiscal Years CPA-Prepared Corporate Tax Returns	D-1
Premier's 2016 by month GAAP Financial Statements (Jan – Aug)	D-2
Beneficial Owner Dale F. Schmidt Previous Five (5) Fiscal Years CPA-Prepared Corporate Tax Returns	D-3
Three-year financial projections for Southern Guaranty, as required by Section 601.42, Wis. Stat	D-4

**ITEM 13. AGREEMENT REQUIREMENTS FOR ENTERPRISE RISK MANAGEMENT**

The Applicants agree to provide, to the best of their knowledge and belief, the information required by form F within fifteen days after the end of the month in which the acquisition of control occurs.




**ITEM 14. SIGNATURE AND CERTIFICATION**

Pursuant to the requirements of Ch. Ins 40, Wis. Adm. Code, Premier Advisory Solutions, Inc. have caused this application to be duly signed on their behalf in the city of Clearwater and state of Florida on the 20<sup>th</sup> day of September, 2016.

**Premier Servicing, LLC**

**Attest:**

By:   
**Dale F. Schmidt**

By:   
**Michael V. Barton**

Their: **Chief Executive Officer**

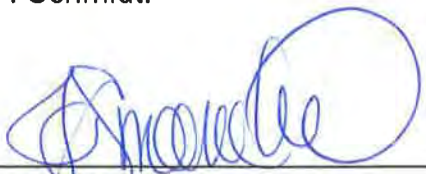
Their: **Director**

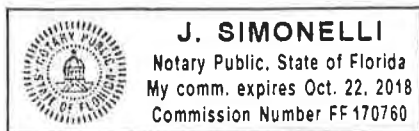
The undersigned deposes and says that he has duly executed the attached application dated September 20, 2016, for and on behalf of Premier Servicing, LLC, and that he is authorized to execute and file such instrument. Deponent further says that he is familiar with the instrument and the contents thereof, and that the facts therein set forth are true to the best of his knowledge, information and belief.

  
Dale F. Schmidt

State of Florida        )  
                                  ) ss  
County of Pinellas    )

Subscribed and sworn before me on the 15<sup>th</sup> day of September, 2016 by Dale F. Schmidt.

  
Jessica Simonelli, Notary Public  
Commission expires 10/22/2018



### LIST OF EXHIBITS

- Exhibit A:** Draft Stock Purchase Agreement (without exhibits or schedules)
- Exhibit B:** Business Plan of Southern Guaranty Insurance Company
- Exhibit C:** Organization Chart of the Premier Servicing, LLC
- Exhibit D:** Financial Statements of the Applicants and their Affiliates
  - Exhibit D - 1* Premier's Previous Five (5) Fiscal Years CPA-Prepared Corporate Tax Returns
  - Exhibit D - 2* Premier's 2016 by month GAAP Financial Statements (Jan – Aug)
  - Exhibit D - 3* Beneficial Owner Dale F. Schmidt Previous Five (5) Fiscal Years CPA-Prepared Corporate Tax Returns
  - Exhibit D - 4* Three-year Financial Projections for Southern Guaranty

Biographical Affidavits and Release Authorizations will be furnished under a separate cover