

BYE-LAWS

of

AmerInst Insurance Group, Ltd.



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Secretary

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AMERINST INSURANCE GROUP, LTD.

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INTERPRETATION

1. Interpretation

(1) In these Bye-laws the following words and expressions shall, where not inconsistent with the context, have the following meanings respectively:—

- (a) "Act" means the Companies Act 1981, as amended from time to time;
- (b) "Alternate Director" means an alternate Director appointed in accordance with these Bye-laws;
- (c) "Auditor" includes any individual or partnership;
- (d) "Bermuda Director" means a Director who is ordinarily resident in Bermuda.
- (e) "Board" means the Board of Directors appointed or elected pursuant to these Bye-laws and acting by resolution in accordance with the Act and these Bye-laws or the Directors present at a meeting of Directors at which there is a quorum;
- (f) "Company" means the company for which these Bye-laws are approved and confirmed;
- (g) "Director" means a director of the Company and shall include an Alternate Director;
- (h) "General Meeting" means the annual or a special general meeting convened pursuant to Bye-laws 32, 33, 35 or 36.
- (i) "Member" means the person registered in the Register of Members as the holder of shares in the Company and, when two or more persons are so registered as joint holders of shares, means the person whose name stands first in the Register of Members as one of such joint holders or all of such persons as the context so requires;
- (j) "notice" means written notice as further defined in these Bye-laws unless otherwise specifically stated;
- (k) "Officer" means any person appointed by the Board to hold an office in the Company who has executive authority pursuant to these Bye-Laws;
- (l) "Register of Directors and Officers" means the Register of Directors and Officers referred to in these Bye-laws;
- (m) "Register of Members" means the Register of Members referred to in these Bye-laws;
- (n) "Resident Representative" means any person appointed to act as resident representative and includes any deputy or assistant resident representative; and
- (o) "Secretary" means the person appointed to perform any or all the duties of secretary of the Company and includes any deputy or assistant secretary.

(2) In these Bye-laws, where not inconsistent with the context:

- (a) words denoting the plural number include the singular number and vice versa;
- (b) words denoting the masculine gender include the feminine gender;
- (c) words importing persons include companies, associations or bodies of persons whether corporate or not;
- (d) the word:
 - (i) "may" shall be construed as permissive;
 - (ii) "shall" shall be construed as imperative; and
- (e) unless otherwise provided herein words or expressions defined in the Act shall bear the same meaning in these Bye-laws.

(3) Expressions referring to writing or written shall, unless the contrary intention appears, include facsimile, printing, lithography, photography and other modes of representing words in a visible form.

(4) Headings used in these Bye-laws are for convenience only and are not to be used or relied upon in the construction hereof.

BOARD OF DIRECTORS

2. *Board of Directors*

The business of the Company shall be managed and conducted by the Board:

3. *Management of the Company*

(1) In managing the business of the Company, the Board may exercise all such powers of the Company as are not, by statute or by these Bye-laws, required to be exercised by the Company in general meeting subject, nevertheless, to these Bye-laws, the provisions of any statute and to such directions as may be prescribed by the Company in general meeting.

(2) No regulation or alteration to these Bye-laws made by the Company in general meeting shall invalidate any prior act of the Board which would have been valid if that regulation or alteration had not been made.

(3) The Board may procure that the Company pays all expenses incurred in promoting and incorporating the Company.

4. *Power to appoint managing director or chief executive officer*

The Board may from time to time appoint a President to be the chief executive officer of the Company who shall, subject to the control of the Board, supervise and administer all of the general business and affairs of the Company.

5. *Power to appoint manager*

The Board may appoint a person to act as manager of the Company's day to day business and may entrust to and confer upon such manager such powers and duties as it deems appropriate for the transaction or conduct of such business.

6. *Power to authorize specific actions*

The Board may from time to time and at any time authorize any company, firm, person or body of persons to act on behalf of the Company for any specific purpose and in connection therewith to execute any agreement, document or instrument on behalf of the Company.

7. *Power to appoint attorney*

The Board may from time to time and at any time by power of attorney appoint any company, firm, person or body of persons, whether nominated directly or indirectly by the Board, to be an attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board) and for such period and subject to such conditions as it may think fit and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions so vested in the attorney. Such attorney may, if so authorized under the seal of the Company, execute any deed or instrument under such attorney's personal seal with the same effect as the affixation of the seal of the Company.

8. *Power to delegate to a committee*

The Board may delegate any of its powers to a committee appointed by the Board which may consist partly or entirely of non-Directors and every such committee shall conform to such directions as the Board shall impose on them.

9. *Power to appoint and dismiss employees*

The Board may appoint, suspend or remove any manager, secretary, clerk, agent or employee of the Company and may fix their remuneration and determine their duties.

10. *Power to borrow and charge property*

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and may issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or any third party.

11. *Exercise of power to purchase shares of or discontinue the Company*

(1) The Board may exercise all the powers of the Company to purchase all or any part of its own shares pursuant to Section 42A of the Act.

(2) The Board may exercise all the powers of the Company to discontinue the Company to a named country or jurisdiction outside Bermuda pursuant to Section 132G of the Act.

12. *Election of Directors*

The business of the Company shall be managed and conducted by a Board of Directors consisting of not less than 5 and more than 9 Directors as the Members may from time to time determine who shall be elected or appointed at the annual general meetings of the Company. The persons nominated to be elected or appointed as Directors shall be divided into three classes of approximately equal size determined by lot; the term of office of those in the first class to expire at the annual general meeting next following such meeting, the term of office of those in the second class to expire at the second annual general meeting following such meeting, and the term of office of those in the third class to expire at the third annual general meeting following such meeting. At each annual general meeting held after such classification and election, Directors shall be elected or appointed for a full three year term, as the case may be, to succeed those whose terms expire. Each Director shall hold office for the term for which he is elected and until his successor is appointed. Any general meeting may authorize the Board to fill any vacancy in their number unfilled at a general meeting.

13. *Defects in appointment of Directors*

All acts done bona fide by any meeting of the Board or by a committee of the Board or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

14. *Alternate Directors*

(1) Any Director may appoint a person or persons to act as a Director in the alternative to himself or herself by notice in writing deposited with the Secretary. Any person so elected or appointed shall have all the rights and powers of the Director or Directors for whom such person is appointed in the alternative provided that such person shall not be counted more than once in determining whether or not a quorum is present.

(2) An Alternate Director shall be entitled to receive notice of all meetings of the Board and to attend and vote at any such meeting at which a Director for whom such Alternate Director was appointed in the alternative is not personally present and generally to perform at such meeting all the functions of such Director for whom such Alternate Director was appointed.

(3) An Alternate Director shall cease to be such if the Director for whom such Alternate Director was appointed ceases for any reason to be a Director but may be re-appointed by the Board as alternate to the person appointed to fill the vacancy in accordance with these Bye-laws.

15. *Removal of Directors*

(1) Subject to any provision to the contrary in these Bye-laws, the Members may, at any special general meeting convened and held in accordance with these Bye-laws, remove a Director provided that the notice of any such meeting convened for the purpose of removing a Director shall contain a statement of the intention so to do and be served on such Director not less than 14 days before the meeting and at such meeting such Director shall be entitled to be heard on the motion for such Director's removal.

(2) A vacancy on the Board created by the removal of a Director under the provisions of subparagraph (1) of this Bye-law may be filled by the Members at the meeting at which such Director is removed and, in the absence of such election or appointment, the Board may fill the vacancy.

16. *Vacancies on the Board*

(1) The Board shall have the power from time to time and at any time to appoint any person as a Director to fill a vacancy on the Board occurring as the result of the death, disability, disqualification or resignation of any Director and to appoint an Alternate Director to any Director so appointed. The term of such Director or Alternate Director so appointed shall expire at the next following annual meeting.

(2) The Board may act notwithstanding any vacancy in its number but, if and so long as its number is reduced below the number fixed by these Bye-laws as the quorum necessary for the transaction of business at meetings of the Board, the continuing Directors or Director may act for the purpose of (i) summoning a general meeting of the Company or (ii) preserving the assets of the Company.

(3) The office of Director shall be vacated if the Director:

- (a) is removed from office pursuant to these Bye-laws or is prohibited from being a Director by law;
- (b) is or becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) is or becomes of unsound mind or dies;
- (d) resigns his or her office by notice in writing to the Company.

17. *Notice of meetings of the Board*

(1) A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Board.

(2) Notice of a meeting of the Board shall be deemed to be duly given to a Director if it is given in writing to such Director, sent to such Director by post, cable, telex, telecopier, facsimile or other mode of representing words in a legible and non-transitory form at such Director's last known address or any other address given by such Director to the Company for this purpose, at least five days prior to the meeting.

18. *Quorum at meetings of the Board*

The quorum necessary for the transaction of business at a meeting of the Board shall be two Directors.

19. *Meetings of the Board*

(1) The Board may meet for the transaction of business, adjourn and otherwise regulate its meetings as it sees fit.

(2) Directors may participate in any meeting of the Board by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and participation in such a meeting shall constitute presence in person at such meeting; provided, however, that no Director present in the United States at the time of such communication meeting shall participate in such meeting.

(3) A resolution put to the vote at a meeting of the Board shall be carried by the affirmative votes of a majority of the votes cast and in the case of an equality of votes the resolution shall fail.

20. *Unanimous written resolutions*

A resolution in writing signed by all the Directors which may be in counterparts, shall be as valid as if it had been passed at a meeting of the Board duly called and constituted, such resolution to be effective on the date on which the last Bermuda Director signs the resolution, which shall only be after all other Directors shall have signed the resolution. For the purposes of this Bye-law only, "Director" shall not include an Alternate Director.

21. *Contracts and disclosure of Directors' interests*

(1) Any Director, or any Director's firm, partner or any company with whom any Director is associated, may act in a professional capacity for the Company and such Director or such Director's firm, partner or such company shall be entitled to remuneration for professional services as if such Director were not a Director, provided that nothing herein contained shall authorize a Director or Director's firm, partner or such company to act as Auditor of the Company.

(2) A Director who is directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of such interest as required by the Act.

(3) Following a declaration being made pursuant to this Bye-law, and unless disqualified by the chairman of the relevant Board meeting, a Director may vote in respect of any contract or proposed contract or arrangement in which such Director is interested and may be counted in the quorum at such meeting.

22. *Remuneration of Directors*

The remuneration (if any) of the Directors shall be determined by the Board and shall be deemed to accrue from day to day. The Directors may also be paid all travel, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board, any committee appointed by the Board, general meetings of the Company, or in connection with the business of the Company or their duties as Directors generally.

OFFICERS

23. *Officers of the Company*

The Officers of the Company shall consist of a President and a Vice President, a Secretary and such additional Officers as the Board may from time to time determine all of whom shall be deemed to be Officers for the purposes of these Bye-laws. Any Chairman and any Vice Chairman of the Board shall not be an Officer.

24. *Appointment of Officers*

(1) The Board shall, as soon as possible after the statutory meeting of Members and after each annual general meeting, appoint a President and a Vice President, who shall be Directors.

(2) The Secretary and additional Officers, if any, shall be appointed by the Board from time to time.

25. *Remuneration of Officers*

The Officers shall receive such remuneration as the Board may from time to time determine.

26. *Duties of Officers*

Subject to By-Law 4, the Officers shall have such powers and perform such duties in the management, business and affairs of the Company as may be delegated to them by the Board from time to time.

27. *Chairman of meetings*

Unless otherwise agreed by a majority of those attending and entitled to attend and vote thereat, the Chairman, if there be one, and if not the President shall act as chairman at all meetings of the Members and of the Board at which such person is present. In their absence the Deputy Chairman or Vice President, if present, shall act as chairman and in the absence of all of them a chairman shall be appointed or elected by those present at the meeting and entitled to vote.

28. *Register of Directors and Officers*

The Board shall cause to be kept in one or more books at the registered office of the Company a Register of Directors and Officers and shall enter therein the particulars required by the Act.

MINUTES

29. *Obligations of Board to keep minutes*

(1) The Board shall cause minutes to be duly entered in books provided for the purpose:

(a) of all elections and appointments of Officers;

(b) of the names of the Directors present at each meeting of the Board and of any committee appointed by the Board; and

(c) of all resolutions and proceedings of general meetings of the Members, meetings of the Board, meetings of managers and meetings of committees appointed by the Board.

(2) Minutes prepared in accordance with the Act and these Bye-laws shall be kept by the Secretary at the registered office of the Company.

INDEMNITY

30. *Indemnification of Directors and Officers of the Company*

(1) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including all appeals (other than an action, suit, or proceeding by, or in the right of, the Company) by reason of the fact that he is or was a Director or Officer, or is or was serving at the request of the Company as a director or officer of another company, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including, without limitation, reasonable professional fees, expert witness fees, and attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action, suit, or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he

reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action, suit, or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, including all appeals, by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Director or Officer, or is or was serving at the request of the Company as a director or officer of another company, corporation, partnership, joint venture, trust, or other enterprise, against expenses (including, without limitation, reasonable professional fees, expert witness fees, and attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company.

(3) The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, including all appeals, by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Director or Officer, or is or was serving at the request of the Company as a director or officer of another company, corporation, partnership, joint venture, trust, or other enterprise, against judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Company, but only to the extent that a court determines upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity.

(4) The purpose of this Bye-law as a whole is to provide the broadest indemnity allowable at law but the indemnification under this Bye-law shall not extend to any matter in respect of any fraud or dishonesty which may attach to the persons otherwise indemnified.

(5) If any person has been successful on the merits or otherwise in defense of any action, suit, or proceeding for which he is entitled to indemnification pursuant to paragraphs (1), (2), (3) or (4) of this Bye-law, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(6) Any indemnification under this Bye-law, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth in this Bye-law. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by an independent legal counsel in a written opinion, or (iii) by the Members. If any person is entitled to indemnification under this Bye-law for a portion of the expenses (including attorneys' fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding, the Company shall indemnify such person only as to the portion to which he is entitled.

(7) Expenses (including attorneys' fees) actually and reasonably incurred by any person in defending any civil, criminal, administrative, or investigative action, suit, or proceeding, or threat thereof, referred to in paragraph 1 of this Bye-law shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall be ultimately determined that he is not entitled to be indemnified by the Company as authorized in these Bye-Laws or otherwise pursuant to applicable law; provided, however, that if it is determined by either (i) a majority vote of a quorum of the Board consisting of directors who were not parties to such action, suit, or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, that there is a reasonable basis to believe that such person is not entitled to be indemnified by the Company as authorized in these Bye-Laws or otherwise pursuant to applicable law, then no expense shall be advanced in accordance with this paragraph.

(8) The indemnification and advancement of expenses provided in these Bye-laws shall not be deemed exclusive of any other rights to which those seeking indemnification and advancement of expenses may now or hereafter be entitled under any statute, agreement, vote of Members or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office.

(9) The Company shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Company or is or was serving at the request of the Company as a director, officer, employee, or agent of another company, corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of these Bye-Laws or under law.

(10) The indemnification and advancement of expenses provided by, or granted pursuant to, this Bye-law shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to hold the position for which he is entitled to be indemnified or advanced expenses and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(11) The right to indemnification conferred by this Bye-law shall be deemed to be a contract between the Company and each person referred to herein until amended or repealed, but no amendment to or repeal of these provisions shall apply to or have any effect on the right to indemnification of any person with respect to any liability or alleged liability of such person for or with respect to any act or omission of such person occurring prior to such amendment or repeal.

31. Waiver of Action by Members.

In order to induce persons to serve as Directors or Officers of the Company, or at the request of the Company as directors or officers of another company, corporation, partnership, joint venture, trust, or other enterprise, each Member agrees to waive any claim or right of action it might have, whether individually or by or in the right of the Company, against any such person on account of any action taken by such person, or the failure of such person to take any action, in the performance of his duties with or for the Company or such other company, corporation, partnership, joint venture, trust, or other enterprise; provided, however, that such waiver shall not apply to any claims or rights of action arising out of the fraud or dishonesty of such person or to recover any gain, personal profit, or advantage to which such person is not legally entitled.

MEETINGS

32. Notice of annual general meeting

The annual general meeting of the Company shall be held in each year other than the year of incorporation at such time and place as the Board, the Chairman or any two Directors shall appoint. At least twenty days' notice of such meeting shall be given to each Member stating the date, place and time at which the meeting is to be held, that the election of Directors will take place thereat, and as far as practicable, the other business to be conducted at the meeting.

33. Notice of special general meeting

The Board or any two Directors may convene a special general meeting of the Company whenever in their judgment such a meeting is necessary, upon not less than twenty days' notice which shall state the date, time, place and the general nature of the business to be considered at the meeting.

34. Accidental omission of notice of general meeting

The accidental omission to give notice of a general meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

35. *Meeting called on requisition of Members*

Notwithstanding anything herein, the Board shall, on the requisition of Members holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up share capital of the Company as at the date of the deposit carries the right to vote at general meetings of the Company, forthwith proceed to convene a special general meeting of the Company and the provisions of Section 74 of the Act shall apply.

36. *Short notice*

A general meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these Bye-laws, be deemed to have been properly called if it is so agreed by (i) all the Members entitled to attend and vote thereat in the case of an annual general meeting; and (ii) by a majority in number of the Members having the right to attend and vote at the meeting, being a majority together holding not less than 95% in nominal value of the shares giving a right to attend and vote thereat in the case of a special general meeting.

37. *Postponement of meetings*

The Secretary may postpone any general meeting called in accordance with the provisions of these Bye-laws (other than a meeting requisitioned under these Bye-laws) provided that notice of postponement is given to each Member before the time for such meeting. Fresh notice of the date, time and place for the postponed meeting shall be given to each Member in accordance with the provisions of these Bye-laws.

38. *Quorum for general meeting*

At any general meeting of the Company two persons present in person and representing in person or by proxy in excess of one-third of the total issued voting shares in the Company at the beginning of the meeting shall form a quorum for the transaction of business.

39. *Adjournment of meetings*

The chairman of a general meeting may, with the consent of the Members at any general meeting at which a quorum is present (and shall if so directed), adjourn the meeting. Unless the meeting is adjourned to a specific date and time, fresh notice of the date, time and place for the resumption of the adjourned meeting shall be given to each Member in accordance with the provisions of these Bye-laws.

40. *Attendance of Directors*

The Directors of the Company shall be entitled to receive notice of and to attend and be heard at any general meeting.

41. *Voting at meetings*

(1) Subject to the provisions of the Act and these Bye-laws, any question proposed for the consideration of the Members at any general meeting shall be decided by the affirmative votes of a majority of the votes cast in accordance with the provisions of these Bye-laws and in the case of an equality of votes the resolution shall fail.

(2) Notwithstanding any other provisions of these Bye-laws to the contrary, any amendment to this Bye-law 41(2), or to Bye-law 12, shall require the affirmative vote of the holders of 75% all voting rights attached to all issued and outstanding shares, and in the case of an equality of votes the resolution shall fail.

(3) No Member shall be entitled to vote at any general meeting unless such Member has paid all the calls on all shares held by such Member.

42. *Voting on show of hands*

At any general meeting a resolution put to the vote of the meeting shall, in the first instance, be voted upon by a show of hands and, subject to any rights or restrictions for the time being lawfully attached to any class of shares and subject to the provisions of these Bye-laws, every Member present in person and every person holding a valid proxy at such meeting shall be entitled to one vote and shall cast such vote by raising his or her hand.

43. *Decision of chairman*

At any general meeting a declaration by the chairman of the meeting that a question proposed for consideration has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in a book containing the minutes of the proceedings of the Company shall, subject to the provisions of these Bye-laws, be conclusive evidence of that fact.

44. *Demand for a poll*

(1) Notwithstanding the provisions of the immediately preceding two Bye-laws, at any general meeting of the Company, in respect of any question proposed for the consideration of the Members (whether before or on the declaration of the result of a show of hands as provided for in these Bye-laws), a poll may be demanded by any of the following persons:

- (a) the chairman of such meeting; or
- (b) at least three Members present in person or represented by proxy; or
- (c) any Member or Members present in person or represented by proxy and holding between them not less than one-tenth of the total voting rights of all the Members having the right to vote at such meeting; or
- (d) any Member or Members present in person or represented by proxy holding shares in the Company conferring the right to vote at such meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all such shares conferring such right.

(2) Where, in accordance with the provisions of subparagraph (1) of this Bye-law, a poll is demanded, subject to any rights or restrictions for the time being lawfully attached to any class of shares, every person present at such meeting shall have one vote for each share of which such person is the holder or for which such person holds a proxy and such vote shall be counted in the manner set out in subparagraph (4) of this Bye-Law or in the case of a general meeting at which one or more Members are present by telephone in such manner as the chairman of the meeting may direct and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded and shall replace any previous resolution upon the same matter which has been the subject of a show of hands.

(3) A poll demanded in accordance with the provisions of subparagraph (1) of this Bye-law, for the purpose of electing a chairman of the meeting or on a question of adjournment, shall be taken forthwith and a poll demanded on any other question shall be taken in such manner and at such time and place as the Chairman (or acting chairman) may direct and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

(4) Where a vote is taken by poll, each person present and entitled to vote shall be furnished with a ballot paper on which such person shall record his or her vote in such manner as shall be determined at the meeting having regard to the nature of the question on which the vote is taken, and each ballot paper shall be signed or initialed or otherwise marked so as to identify the voter and the registered holder in the case of a proxy. At the conclusion of the poll, the ballot papers shall be examined and counted by a committee of not less than two Members or proxy holders appointed by the chairman for the purpose and the result of the poll shall be declared by the chairman.

45. *Instrument of proxy*

The instrument appointing a proxy shall be in writing in such form as the Board may approve or other common form, under the hand of the appointor or of the appointor's attorney duly authorized in writing, or if the appointor is a corporation, either under its seal, or under the hand of a duly authorized officer or attorney. The decision of the chairman of any general meeting as to the validity of any instrument of proxy shall be final.

46. *Representation of corporations at meetings*

A corporation which is a Member may, by written instrument, authorize such person as it thinks fit to act as its representative at any meeting of the Members and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which such person represents as that corporation could exercise if it were an individual Member. Notwithstanding the foregoing, the chairman of the meeting may accept such assurances as he or she thinks fit as to the right of any person to attend and vote at general meetings on behalf of a corporation which is a Member.

SHARE CAPITAL AND SHARES

47. *Rights of shares*

Subject to any resolution of the Members to the contrary and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the share capital of the Company shall be divided into shares of a single class the holders of which shall, subject to the provisions of these Bye-laws:

- (a) be entitled to one vote per share;
- (b) be entitled to such dividends as the Board may from time to time declare;
- (c) in the event of a winding-up or dissolution of the Company, whether voluntary or involuntary or for the purpose of a reorganization or otherwise or upon any distribution of capital, be entitled to the surplus assets of the Company; and
- (d) generally be entitled to enjoy all of the rights attaching to shares.

48. *Power to issue shares*

(1) Subject to these Bye-laws and to any resolution of the Members to the contrary and without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Board shall have power to issue any unissued shares of the Company on such terms and conditions as it may determine and any shares or class of shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by resolution of the Members prescribe.

(2) The Board shall, in connection with the issue of any share, have the power to pay such commission and brokerage as may be permitted by law.

(3) The Company shall not give, whether directly or indirectly, whether by means of loan, guarantee, provision of security or otherwise, any financial assistance for the purpose of a purchase or subscription made or to be made by any person of or for any shares in the Company, but nothing in this Bye-Law shall prohibit transactions mentioned in Sections 39A, 39B and 39C of the Act.

(4) The Company may from time to time do any one or more of the following things:

- (a) make arrangements on the issue of shares for a difference between the Members in the amounts and times of payments of calls on their shares;

(b) accept from any Member the whole or a part of the amount remaining unpaid on any shares held by him, although no part of that amount has been called up;

(c) pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others; and

(d) issue its shares in fractional denominations and deal with such fractions to the same extent as its whole shares and shares in fractional denominations shall have in proportion to the respective fractions represented thereby all of the rights of whole shares including (but without limiting the generality of the foregoing) the right to vote, to receive dividends and distributions and to participate in a winding up.

49. *Variation of rights, alteration of share capital and purchase of shares of the Company*

(1) Subject to the provisions of Sections 42 and 43 of the Act any preference shares may be issued or converted into shares that, at a determinable date or at the option of the Company, are liable to be redeemed on such terms and in such manner as the Company before the issue or conversion may by resolution of the Members determine.

(2) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a resolution passed by a majority of the votes cast at a separate general meeting of the holders of the shares of the class in accordance with Section 47 (7) of the Act. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

(3) The Company may from time to time by resolution of the Members change the currency denomination of, increase, alter or reduce its share capital in accordance with the provisions of Sections 45 and 46 of the Act. Where, on any alteration of share capital, fractions of shares or some other difficulty would arise, the Board may deal with or resolve the same in such manner as it thinks fit including, without limiting the generality of the foregoing, the issue to Members, as appropriate, of fractions of shares and/or arranging for the sale or transfer of the fractions of shares of Members.

(4) The Company and any direct or indirect subsidiary of the Company may from time to time purchase shares of the Company in accordance with the provisions of Section 42A of the Act.

50. *Registered holder of shares*

(1) The Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person.

(2) Any dividend, interest or other moneys payable in cash in respect of shares may be paid by check or draft sent through the post directed to the Member at such Member's address in the Register of Members or, in the case of joint holders, to such address of the holder first named in the Register of Members, or to such person and to such address as the holder or joint holders may in writing direct. If two or more persons are registered as joint holders of any shares any one can give an effectual receipt for any dividend paid in respect of such shares.

51. *Death of a joint holder*

Where two or more persons are registered as joint holders of a share or shares then in the event of the death of any joint holder or holders the remaining joint holder or holders shall be absolutely entitled to the said share or shares and the Company shall recognize no claim in respect of the estate of any joint holder except in the case of the last survivor of such joint holders.

52. *Share certificates*

(1) Every Member shall be entitled to a certificate under the seal of the Company (or a facsimile thereof) specifying the number and, where appropriate, the class of shares held by such Member and whether the same are fully paid up and, if not, how much has been paid thereon. The Board may by resolution determine, either generally or in a particular case, that any or all signatures on certificates may be printed thereon or affixed by mechanical means.

(2) The Company shall be under no obligation to complete and deliver a share certificate unless specifically called upon to do so by the person to whom such shares have been allotted.

(3) If any such certificate shall be proved to the satisfaction of the Board to have been worn out, damaged, lost, mislaid or destroyed the Board may cause a new certificate to be issued and request an indemnity for the lost certificate if it sees fit.

53. *Calls on shares*

(1) The Board may from time to time make such calls as it thinks fit upon the Members in respect of any monies unpaid on the shares allotted to or held by such Members and, if a call is not paid on or before the day appointed for payment thereof, the Member may at the discretion of the Board be liable to pay the Company interest on the amount of such call at such rate as the Board may determine, from the date when such call was payable up to the actual date of payment. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

(2) The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.

54. *Forfeiture of shares*

(1) If any Member fails to pay, on the day appointed for payment thereof, any call in respect of any share allotted to or held by such Member, the Board may, at any time thereafter during such time as the call remains unpaid, direct the Secretary to forward to such Member a notice in the form, or as near thereto as circumstances admit, of Form "A" in the Schedule hereto.

(2) If the requirements of such notice are not complied with, any such share may at any time thereafter before the payment of such call and the interest due in respect thereof be forfeited by a resolution of the Board to that effect, and such share shall thereupon become the property of the Company and may be disposed of as the Board shall determine.

(3) A Member whose share or shares have been forfeited as aforesaid shall, notwithstanding such forfeiture, be liable to pay to the Company all calls owing on such share or shares at the time of the forfeiture and all interest due thereon.

REGISTER OF MEMBERS

55. *Contents of Register of Members*

The Board shall cause to be kept in one or more books a Register of Members and shall enter therein the particulars required by the Act.

56. *Inspection of Register of Members*

The Register of Members shall be open to inspection at the registered office of the Company on every business day, subject to such reasonable restrictions as the Board may impose, so that not less than four hours in each business day be allowed for inspection.

57. *Determination of record dates*

Notwithstanding any other provision of these Bye-laws, the Board may fix any date as the record date for:

- (a) determining the Members entitled to receive any dividend; and
- (b) determining the Members entitled to receive notice of and to vote at any general meeting of the Company.

TRANSFER OF SHARES

58. *Instrument of transfer*

(1) An instrument of transfer shall be in the form or as near thereto as circumstances admit of Form "B" in the Schedule hereto or in such other common form as the Board may accept. Such instrument of transfer shall be signed by or on behalf of the transferor and transferee provided that, in the case of a fully paid share, the Board may accept the instrument signed by or on behalf of the transferor alone. The transferor shall be deemed to remain the holder of such share until the same has been transferred to the transferee in the Register of Members.

(2) The Board may refuse to recognize any instrument of transfer unless it is accompanied by the certificate in respect of the shares to which it relates and by such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

59. *Restriction on transfer*

(1) The Board may in its absolute discretion and without assigning any reason therefor refuse to register the transfer of a share. The Board shall refuse to register a transfer unless all applicable consents, authorizations and permissions of any governmental body or agency in Bermuda have been obtained.

(2) If the Board refuses to register a transfer of any share the Secretary shall, within fifteen days after the date of refusal, send to the transferor and transferee notice of the refusal.

60. *Transfers by joint holders*

The joint holders of any share or shares may transfer such share or shares to one or more of such joint holders, and the surviving holder or holders of any share or shares previously held by them jointly with a deceased Member may transfer any such share to the executors or administrators of such deceased Member.

TRANSMISSION OF SHARES

61. *Representative of deceased Member*

In the case of the death of a Member, the survivor or survivors where the deceased Member was a joint holder, and the legal personal representatives of the deceased Member where the deceased Member was a sole holder, shall be the only persons recognized by the Company as having any title to the deceased Member's interest in the shares. Nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by such deceased Member with other persons. Subject to the provisions of Section 52 of the Act, for the purpose of this Bye-law, legal personal representative means the executor or administrator of a deceased Member or such other person as the Board may in its absolute discretion decide as being properly authorized to deal with the shares of a deceased Member.

62. *Registration on death or bankruptcy*

Any person becoming entitled to a share in consequence of the death or bankruptcy of any Member may be registered as a Member upon such evidence as the Board may deem sufficient or may elect to nominate some person to be registered as a transferee of such share, and in such case the person becoming entitled shall execute in favor of such nominee an instrument of transfer in the form, or as near thereto as circumstances admit, of Form "C" in the Schedule hereto. On the presentation thereof to the Board, accompanied by such evidence as the Board may require to prove the title of the transferor, the transferee shall be registered as a Member but the Board shall, in either case, have the same right to decline or suspend registration as it would have had in the case of a transfer of the share by that Member before such Member's death or bankruptcy, as the case may be.

DIVIDENDS AND OTHER DISTRIBUTIONS

63. *Declaration of dividends by the Board*

The Board may, subject to these Bye-laws and in accordance with Section 54 of the Act, declare a dividend to be paid to the Members, in proportion to the number of shares held by them, and such dividend may be paid in cash or wholly or partly in specie in which case the Board may fix the value for distribution in specie of any assets.

64. *Other distributions*

The Board may declare and make such other distributions (in cash or in specie) to the Members as may be lawfully made out of the assets of the Company.

65. *Reserve fund*

The Board may from time to time before declaring a dividend set aside, out of the surplus or profits of the Company, such sum as it thinks proper as a reserve to be used to meet contingencies or for equalizing dividends or for any other special purpose.

66. *Deduction of Amounts due to the Company*

The Board may deduct from the dividends or distributions payable to any Member all monies due from such Member to the Company on account of calls or otherwise.

CAPITALIZATION

67. *Issue of bonus shares*

(1) The Board may resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's share premium or other reserve accounts or to the credit of the profit and loss account or otherwise available for distribution by applying such sum in paying up unissued shares to be allotted as fully paid bonus shares pro rata to the Members.

(2) The Company may capitalize any sum standing to the credit of a reserve account or sums otherwise available for dividend or distribution by applying such amounts in paying up in full partly paid shares of those Members who would have been entitled to such sums if they were distributed by way of dividend or distribution.

ACCOUNTS AND FINANCIAL STATEMENTS

68. *Records of account*

The Board shall cause to be kept proper records of account with respect to all transactions of the Company and in particular with respect to:

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure relates;
- (b) all sales and purchases of goods by the Company; and
- (c) the assets and liabilities of the Company.

Such records of account shall be kept at the registered office of the Company or, subject to Section 83(2) of the Act, at such other place as the Board thinks fit and shall be available for inspection by the Directors during normal business hours.

69. *Financial year end*

The financial year end of the Company may be determined by resolution of the Board and failing such resolution shall be December 31st in each year.

70. *Financial statements*

Subject to any rights to waive laying of accounts pursuant to Section 88 of the Act, financial statements as required by the Act shall be laid before the Members in general meeting.

AUDIT

71. *Appointment of Auditor*

Subject to Section 88 of the Act, at the annual general meeting or at a subsequent special general meeting in each year, an independent representative of the Members shall be appointed by them as Auditor of the accounts of the Company. Such Auditor may be a Member but no Director, Officer or employee of the Company shall, during his or her continuance in office, be eligible to act as an Auditor of the Company.

72. *Remuneration of Auditor*

The remuneration of the Auditor shall be fixed by the Company in general meeting or in such manner as the Members may determine.

73. *Vacation of office of Auditor*

If the office of Auditor becomes vacant by the resignation or death of the Auditor, or by the Auditor becoming incapable of acting by reason of illness or other disability at a time when the Auditor's services are required, the Board shall, as soon as practicable, convene a special general meeting to fill the vacancy thereby created.

74. *Access to books of the Company*

The Auditor shall at all reasonable times have access to all books kept by the Company and to all accounts and vouchers relating thereto, and the Auditor may call on the Directors or Officers of the Company for any information in their possession relating to the books or affairs of the Company.

75. *Report of the Auditor*

(1) Subject to any rights to waive laying of accounts or appointment of an Auditor pursuant to Section 88 of the Act, the accounts of the Company shall be audited at least once in every year.

(2) The financial statements provided for by these Bye-laws shall be audited by the Auditor in accordance with generally accepted auditing standards. The Auditor shall make a written report thereon in accordance with generally accepted auditing standards and the report of the Auditor shall be submitted to the Members in general meeting.

(3) The generally accepted auditing standards referred to in subparagraph (2) of this Bye-law may be those of a country or jurisdiction other than Bermuda. If so, the financial statements and the report of the Auditor must disclose this fact and name such country or jurisdiction.

NOTICES

76. *Notices to Members of the Company*

A notice may be given by the Company to any Member either by delivering it to such Member in person or by sending it to such Member's address in the Register of Members or to such other address given for the purpose. For the purposes of this Bye-law, a notice may be sent by mail, courier service, cable, telex, telecopier, facsimile or other mode of representing words in a legible and non-transitory form.

77. *Notices to joint Members*

Any notice required to be given to a Member shall, with respect to any shares held jointly by two or more persons, be given to whichever of such persons is named first in the Register of Members and notice so given shall be sufficient notice to all the holders of such shares.

78. *Service and delivery of notice*

Any notice shall be deemed to have been served at the time when the same would be delivered in the ordinary course of transmission and, in proving such service, it shall be sufficient to prove that the notice was properly addressed and prepaid, if posted, and the time when it was posted, delivered to the courier or to the cable company or transmitted by telex, facsimile or other method as the case may be.

SEAL OF THE COMPANY

79. *The seal*

The seal of the Company shall be in such form as the Board may from time to time determine. The Board may adopt one or more duplicate seals for use outside Bermuda.

80. *Manner in which seal is to be affixed*

The seal of the Company shall not be affixed to any instrument except attested by the signature of a Director and the Secretary or any two Directors, or any person appointed by the Board for the purpose, provided that any Director, Officer or Resident Representative, may affix the seal of the Company attested by such Director, Officer or Resident Representative's signature to any authenticated copies of these Bye-laws, the incorporating documents of the Company, the minutes of any meetings or any other documents required to be authenticated by such Director, Officer or Resident Representative.

WINDING-UP

81. *Winding-up/distribution by liquidator*

If the Company shall be wound up the liquidator may, with the sanction of a resolution of the Members, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he or she deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the Members as the liquidator shall think fit, but so that no Member shall be compelled to accept any shares or other securities or assets whereon there is any liability.

ALTERATION OF BYE-LAWS

82. *Alteration of Bye-laws*

No Bye-law shall be rescinded, altered or amended and no new Bye-law shall be made until the same has been approved by a resolution of the Board and by a resolution of the Members.

SCHEDULE—FORM A (Bye-law 55)

NOTICE OF LIABILITY TO FORFEITURE FOR NON PAYMENT OF CALL

You have failed to pay the call of [amount of call] made on the day of , 19 last, in respect of the [number] share(s) [numbers in figures] standing in your name in the Register of Members of the Company, on the day of , 19 last, the day appointed for payment of such call. You are hereby notified that unless you pay such call together with interest thereon at the rate of per annum computed from the said day of , 19 last, on or before the day of , 19 next at the place of business of the Company the share(s) will be liable to be forfeited.

Dated this day of , 19

[Signature of Secretary]

By order of the Board

SCHEDULE—FORM B (Bye-law 59)
TRANSFER OF A SHARE OR SHARES

FOR VALUE RECEIVED _____
[amount]

_____ [transferor]

hereby sell, assign and transfer unto _____
[transferee]

of _____
[address]

_____ [number of shares]

shares of _____
[name of Company]

Dated _____

(Transferor)

In the presence of:

(Witness)

(Transferee)

In the presence of:

(Witness)

SCHEDULE—FORM C (Bye-law 63)

TRANSFER BY A PERSON BECOMING ENTITLED ON DEATH/BANKRUPTCY OF A MEMBER

I/We having become entitled in consequence of the [death/bankruptcy] of [name of the deceased Member] to [number] share(s) standing in the register of members of [Company] in the name of the said [name of deceased Member] instead of being registered myself/ourselves elect to have [name of transferee] (the "Transferee") registered as a transferee of such share(s) and I/we do hereby accordingly transfer the said share(s) to the Transferee to hold the same unto the Transferee his or her executors administrators and assigns subject to the conditions on which the same were held at the time of the execution thereof; and the Transferee does hereby agree to take the said share(s) subject to the same conditions.

WITNESS our hands this _____ day of _____, 19__

Signed by the above-named
[person or persons entitled]
in the presence of:

Signed by the above-named
[transferee]
in the presence of:

EXCHANGE AGREEMENT

This Exchange Agreement dated as of January 20, 1999, is entered into by and between AmerInst Insurance Group, Inc., a Delaware corporation ("AIIG"), and AmerInst Insurance Group, Ltd., a Bermuda company ("AIIG Limited"). As used herein, "Constituent Corporations" shall mean AIIG and AIIG Limited.

RECITALS

A. The parties hereto desire to effect an exchange, as a result of which AIIG will receive 332,281 common shares, par value \$1.00, of AIIG Limited ("AIIG Limited Stock"), and AIIG Limited will receive all of the assets, and assume all of the liabilities, of AIIG.

B. The respective Boards of Directors of AIIG and AIIG Limited deem it advisable and in the best interests to the shareholders of such corporations to enter into this Agreement and have approved this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and subject to the terms and conditions hereof, the parties agree as follows:

1. *The Exchange; Effect of the Exchange.* At the Effective Time of the Exchange (as hereinafter defined), the assets and liabilities of AIIG (including 12,000 shares of AIIG Limited Stock, which will be canceled) shall be exchanged for 332,281 shares of AIIG Limited Stock (the "Exchange"), and thereafter (i) AIIG Limited shall remain a wholly-owned subsidiary of AIIG and (ii) AIIG Limited shall own all of the assets and be obligated with respect to all of the liabilities of AIIG.

2. *Effective Time of the Exchange.* The Exchange shall become effective at such time as the parties shall agree, reasonably promptly after this Agreement shall have been adopted by the stockholders of AIIG in accordance with the requirements of the laws of the State of Delaware. The time when the Exchange shall become effective is herein called the "Effective Time of the Exchange."

3. *Meetings of the Shareholders.*

(a) AIIG Limited shall call a special meeting of its shareholders (the "Special Bermuda Meeting") prior to the Effective Time of the Exchange to be held in accordance with the laws of Bermuda to consider and vote upon the Exchange. The parties hereto acknowledge and agree that AIIG Limited's shareholders may approve the Exchange by unanimous written consent in lieu of holding and voting at the Special Bermuda Meeting.

(b) AIIG shall call a special meeting of its shareholders (the "Special Delaware Meeting") prior to the Effective Time of the Exchange to be held in accordance with the laws of the State of Delaware to consider and vote upon the Exchange.

4. *Representations and Warranties of AIIG Limited.*

AIIG Limited represents and warrants to AIIG as follows:

(a) *Organization; Good Standing.*

AIIG Limited is a company duly organized, validly existing and in good standing under the laws of Bermuda, with all requisite corporate power and authority to enter into this Agreement and perform its obligations hereunder.

(b) *Capitalization.*

The authorized capital of AIIG Limited consists of US \$500,000, divided into 500,000 shares of AIIG Limited Stock, par value US \$1.00. As of the date hereof, there are 12,000 shares of AIIG Limited Stock outstanding, all of which are held by AIIG.

(c) *Authority.*

AIIG Limited has taken, or will have taken prior to the Effective Time of the Exchange, all necessary action to approve this Agreement and the performance of its obligations hereunder. The issuance and delivery by AIIG Limited of shares of AIIG Limited Stock in connection with the Exchange have been duly and validly authorized by all necessary action on the part of AIIG Limited, except for the approval of its shareholders referred to in Section 3(a). The shares of AIIG Limited Stock to be issued in connection with the Exchange, when issued in accordance with the terms of this Agreement, will be validly issued, fully paid and nonassessable.

(d) *Compliance with Other Instruments.*

Subject to the shareholders' approval referred to in Section 3(a) hereof, neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in any violation of, or constitute a default under, the provisions of the Memorandum of Association or Bye-laws of AIIG Limited or any material agreement, mortgage or indenture by which AIIG Limited is bound.

(e) *Binding Agreement.*

Subject to the shareholder's approval referred to in Section 3(a) hereof, this Agreement constitutes a valid and legally binding agreement of AIIG Limited, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency and similar laws affecting creditors rights generally and by general principles of equity.

5. Representations and Warranties of AIIG.

AIIG represents and warrants to AIIG Limited as follows:

(a) *Organization; Good Standing.*

AIIG is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with all requisite corporate power to enter into and perform its obligations hereunder.

(b) *Authority.*

AIIG has taken, or will have taken prior to the Effective Time of the Exchange, all necessary corporate action to approve this Agreement and the performance of its obligations hereunder.

(c) *Title.*

AIIG has good title to all of the assets to be transferred to AIIG Limited pursuant to Section 1 hereof.

(d) *Compliance with Other Instruments.*

Subject to the shareholders' approval referred to in Section 3(b) hereof, neither the execution or the delivery of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in any violation of, or constitute a default under, the provisions of the Articles of Incorporation or Bylaws of AIIG or any material agreement, mortgage or indenture by which AIIG is bound.

(e) *Binding Agreement.*

This Agreement constitutes a valid and legally binding agreement of AIIG, enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency and similar laws affecting creditors rights generally and by general principles of equity.

6. *Covenants.*

(a) *Carry On In Regular Course.*

During the period from the date of this Agreement to the Effective Time of the Exchange, AIIG and its subsidiaries shall use all reasonable efforts to conduct their business in the ordinary course, repair and maintain all their tangible property and assets in accordance with generally accepted repair and maintenance standards, continue in force their existing insurance and shall not enter into any transaction which if effected before the date of this Agreement would constitute a breach of the representations, warranties or agreements contained herein. AIIG and AIIG Limited and their respective subsidiaries will not after the date hereof, except with the prior written consent of the other party, in the case of AIIG, amend its Articles of Incorporation or Bylaws and in the case of AIIG Limited, amend its Memorandum of Association or Bylaws, or make any change in authorized capital stock.

(b) *Registration Statement.*

AIIG and AIIG Limited shall jointly prepare and file with the SEC as soon as practicable a Registration Statement on Form S-4 under the Securities Act of 1933, as amended (the "Securities Act"), with respect to the AIIG Limited Stock issuable in the Exchange, which Registration Statement shall also serve as the proxy statement with respect to the meeting of the shareholders of AIIG to approve the Exchange, and any other matters which may be described therein (the "Proxy Statement/Prospectus"). AIIG and AIIG Limited shall use all reasonable efforts to have the Proxy Statement/Prospectus declared effective by the SEC as promptly as practicable. AIIG and AIIG Limited shall use their best efforts to obtain, prior to the effective date of the Proxy Statement/Prospectus, all necessary state securities law or "Blue Sky" permits or approvals required to carry out the transactions contemplated by this Agreement and will pay all expenses incident thereto. The Proxy Statement/Prospectus, when declared effective by the SEC, will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) *Further Action.*

Each party hereto shall, subject to the fulfillment at or before the Effective Time of the Exchange of each of the conditions of performance set forth herein or the waiver thereof, perform such further acts and execute such documents as may be reasonably required to effectuate the Exchange.

7. *Conditions Precedent to the Obligations of AIIG Limited.*

All obligations of AIIG Limited to consummate the transactions contemplated by this Agreement are subject to the fulfillment at or prior to the Effective Time of the Exchange, of each of the following conditions:

(a) The representations and warranties of AIIG contained herein shall be true in all material respects on and as of the date of the Effective Time of the Exchange with the same force and effect as though made on and as of such date, except as affected by transactions contemplated hereby, and AIIG shall have performed or complied in all material respects with its agreements and covenants required by this Agreement to be performed by it at or prior to the Closing Date (as hereinafter defined).

(b) This Agreement shall have been approved and adopted by the shareholders of AIIG in accordance with the laws of the State of Delaware.

(c) No suit, action or other proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or which might materially and adversely affect the value of the assets and business of AIIG.

(d) No material adverse change in the business or financial position or value of assets of AIIG shall have occurred.

(e) At the Closing, AIIG shall have delivered to AIIG Limited an opinion, dated as of the Closing Date, of Altheimer & Gray, in the form to be agreed.

(f) The Registration Statement contemplated by Section 6(b) shall have become effective and no stop order thereto shall be in effect.

(g) AIIG and AIIG Limited shall have received the authorization for the Exchange and for certain transactions incident thereto of each of the governmental entities set forth on Schedule 7(g).

8. *Conditions Precedent to the Obligations of AIIG.*

All obligations of AIIG to consummate the transactions contemplated by this Agreement are subject to the fulfillment at or prior to the Effective Time of the Exchange, of each of the following conditions:

(a) The representations and warranties of AIIG Limited contained herein shall be true in all material respects on and as of the date of the Effective Time of Exchange with the same force and effect as though made on and as of such date, except as affected by transactions contemplated hereby, and AIIG Limited shall have performed or complied in all material respects with its agreements and covenants required by this Agreement to be performed by it at or prior to the Closing Date.

(b) This Agreement shall have been approved and adopted by the shareholders of AIIG in accordance with the laws of the State of Delaware.

(c) No suit, action or other proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or which might materially and adversely affect the value of the assets and business of AIIG Limited.

(d) No material adverse change in the business or financial position or value of assets of AIIG Limited shall have occurred.

(e) At the Closing, AIIG Limited shall have delivered to AIIG an opinion of Conyers, Dill & Pearman, dated as of the Closing Date, in the form to be agreed.

(f) The Registration Statement contemplated by Section 7(b) shall have become effective and no stop order thereto shall be in effect.

(g) AIIG and AIIG Limited shall have received the authorization for the Exchange and for certain transactions incident thereto of each of the governmental entities set forth on Schedule 7(g).

9. *Termination.*

(a) This Agreement may be terminated and the Exchange may be abandoned at any time prior to the Effective Time of the Exchange, before or after the approval of this Agreement by the shareholders of AIIG or AIIG Limited, by the mutual consent of AIIG and AIIG Limited.

(b) This Agreement may be terminated and the Exchange may be abandoned by action of the Board of Directors of either AIIG or AIIG Limited at any time prior to the Effective Time of the Exchange, before or after the approval of this Agreement by shareholders of AIIG or AIIG Limited, if: (i) the Exchange shall not have become effective by December 31, 1999, or (ii) any statute, rule or regulation shall have been enacted or promulgated by any government or governmental agency which makes consummation of the Exchange illegal or impractical.

(c) In the event of termination of this Agreement and abandonment of the Exchange pursuant to this Section, no party hereto (or any of its directors or officers) shall have any liability or further

obligation to any other party to this Agreement, except that nothing herein will relieve any party from liability for any breach of this Agreement.

10. *Closing.*

Simultaneously with the Effective Time of the Exchange, the closing of the Exchange (the "Closing") shall take place at the offices of Altheimer & Gray, 10 South Wacker Drive, Suite 4000, Chicago, Illinois 60606, or at such other time and date as the parties may mutually agree. The date of the Closing is referred to herein as the "Closing Date."

11. *Waivers and Notices.*

Any failure by any party to this Agreement to comply with any of its obligations, agreements or covenants hereunder may be waived by AIIG Limited in the case of a default by AIIG and by AIIG in the case of a default by AIIG Limited. All waivers under this Agreement and all notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given when received by AIIG at P.O. Box 1330, Montpelier, Vermont 05601 and AIIG Limited at Clarendon House, 2 Church Street, Hamilton, Bermuda HM 11.

12. *Miscellaneous.*

This Agreement may not be amended or terminated except by a writing signed by a duly authorized officer of the party against whom such amendment or termination is asserted. This Agreement, together with the other writings delivered in connection herewith, embody the entire agreement and understanding of the parties hereto and supersede any prior agreement and understanding between the parties. The section headings contained in this Agreement are for convenience only and shall not affect the construction of this Agreement.

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

AMERINST INSURANCE GROUP, INC.

By:
Its:

AMERINST INSURANCE GROUP, LTD.

By:
Its:

SCHEDULE 7(g)

Illinois Department of Insurance
Minister of Finance in Bermuda
Controller of Foreign Exchange in Bermuda