

<i>SERFF Tracking Number:</i>	<i>CLTR-125481282</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Presidential Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>38138</i>
<i>Company Tracking Number:</i>	<i>AM-2007-CERT</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.000 Health - Blanket Accident/Sickness</i>
<i>Product Name:</i>	<i>Group ER Coverage</i>		
<i>Project Name/Number:</i>	<i>Presidential Out-of-State Filing/AM-2007-CERT</i>		

Filing at a Glance

Company: Presidential Life Insurance Company

Product Name: Group ER Coverage

SERFF Tr Num: CLTR-125481282 State: ArkansasLH

TOI: H04 Health - Blanket Accident/Sickness

SERFF Status: Closed

State Tr Num: 38138

Sub-TOI: H04.000 Health - Blanket

Co Tr Num: AM-2007-CERT

State Status: Withdrawn

Accident/Sickness

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Author: Frank Cripps

Disposition Date: 06/23/2008

Date Submitted: 02/11/2008

Disposition Status: Withdrawn

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Presidential Out-of-State Filing

Status of Filing in Domicile: Not Filed

Project Number: AM-2007-CERT

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Association

Filing Status Changed: 06/23/2008

State Status Changed: 06/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On January 3, 2008, the Arkansas Department Approved for use the attached certificate and related forms (SERFF Tracking Number CLTR-125383469; State Tracking Number 37647).

On June 1, 2007, Presidential Life issued group policy Form AM-2007-POL to the National Employers Association (hereafter referred to as "NEA"), an Arizona-sitused non-profit association. NEA was incorporated under the laws of Arizona on July 25, 1961 as a nonprofit corporation.

SERFF Tracking Number: CLTR-125481282 State: Arkansas
Filing Company: Presidential Life Insurance Company State Tracking Number: 38138
Company Tracking Number: AM-2007-CERT
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Group ER Coverage
Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

On April 15, 2007, Presidential Life issued group policy Form AM-2007-POL to the United Consumer Awareness Association (hereafter referred to as "UCAA"), a Missouri-sitused nonprofit association. NEA was incorporated under the laws of Missouri on April 24, 1987 as a not-for-profit corporation.

On April 15, 2007, Presidential Life also issued group policy Form AM-2007-POL to the Value Benefits of America (hereafter referred to as "VBA"), a Missouri-sitused nonprofit association. VBA was incorporated under the laws of Missouri on February 1, 1999 as a not-for-profit corporation.

The Articles of Incorporation and By-Laws of the above associations are enclosed. All three are national associations with members in Arkansas. Accordingly, we are requesting approval to use the approved certificate Form AM-2007-CERT (AR) with the above listed associations. The enclosed Form AM-2007-CERT (AR) illustrates completion of the certificate. The appropriate association information will be printed on the Schedule page.

We trust you will find this submission to be complete and the proposed form acceptable for use.

Company and Contact

Filing Contact Information

(This filing was made by a third party - coulterandassociatesinc)

Frank Cripps, Consultant frank@coulter-and-associates.com
379 Princeton-Hightstown Rd (609) 443-7540 [Phone]
Cranbury, NJ 08512 (609) 443-4103[FAX]

Filing Company Information

Presidential Life Insurance Company CoCode: 68039 State of Domicile: New York
69 Lydecker Street Group Code: -99 Company Type:
Nyack, NY 10960 Group Name: State ID Number:
(800) 926-7599 ext. [Phone] FEIN Number: 13-2570714

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No

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Fee Explanation: AR Filing Fee = \$100.00
Per Company: No

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Product Name: Group ER Coverage
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Presidential Life Insurance Company	\$100.00	02/11/2008	17912385

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 Product Name: Group ER Coverage
 Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor	06/23/2008	06/23/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Rosalind Minor	02/15/2008	02/15/2008			
Industry Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Questionnaire	Note To Reviewer	Frank Cripps	06/16/2008	06/16/2008
Questionnaire	Note To Filer	Rosalind Minor	06/13/2008	06/13/2008
Objection Letter of 2/15/08	Note To Reviewer	Frank Cripps	03/24/2008	03/24/2008
Objection Letter of 2/15/08	Note To Filer	Rosalind Minor (FM)	03/21/2008	03/21/2008

SERFF Tracking Number: CLTR-125481282 *State:* Arkansas
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Disposition

Disposition Date: 06/23/2008

Implementation Date:

Status: Withdrawn

Comment: As requested in your Note to Reviewer of 6/16/08, this submission is being withdrawn.

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Withdrawn	Yes
Supporting Document	Application	Withdrawn	Yes
Supporting Document	Policy Form AM-2007-POL (as issued to the associations)	Withdrawn	Yes
Supporting Document	Association Information	Withdrawn	Yes
Supporting Document	MO Approval	Withdrawn	Yes
Form	Certificate of Insurance	Withdrawn	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/15/2008

Submitted Date 02/15/2008

Respond By Date

Dear Frank Cripps,

This will acknowledge receipt of the captioned filing.

Objection 1

- Association Information (Supporting Document)

Comment: Under the Filing Description of this submission, you are requesting that the associations which are submitted under the Supporting documentation be reviewed for approval to use with the previously approved certificate Form AM-2007-CERT(AR).

The Filing Description further states that Presidential Life has already issued a group policy to the association groups.

As you are aware, you cannot market a policy to an association until such time as our Department has reviewed and approved the association. We determine as to whether the association is a true group association under ACA 23-86-106(2)(A).

I am attaching a questionnaire to be completed on each of the association groups.

Upon receipt of the completed questionnaires, i will review the association groups for approval.

If you have any questions, please give me a call at (501)371-2767.

PS - We are closed on Monday.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Attachment "Discretionary Group.doc" is not a PDF document and cannot be reproduced here.

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Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Note To Reviewer

Created By:

Frank Cripps on 06/16/2008 07:00 AM

Subject:

Questionnaire

Comments:

My apologies for not responding sooner.

Please withdraw this filing from consideration at this time.

Thank you.

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Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Note To Filer

Created By:

Rosalind Minor on 06/13/2008 01:40 PM

Subject:

Questionnaire

Comments:

On 3/24/08, you stated that the company was working on the questionnaire with respect to the association group.

This is to advise that if the questionnaire is not received within 10 working days the filing will be disapproved.

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Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Note To Reviewer

Created By:

Frank Cripps on 03/24/2008 06:56 AM

Subject:

Objection Letter of 2/15/08

Comments:

Thank you for the reminder. The Company is working on the Questionnaires and hopes to have them completed this week.

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Note To Filer

Created By:

Rosalind Minor (FM) on 03/21/2008 02:21 PM

Subject:

Objection Letter of 2/15/08

Comments:

As of this date, we have not received a response to our Objection Letter of 2/15/08. If a response is not received by April 15, 2008, the filing will be disapproved.

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Form Schedule

Lead Form Number: AM-2007-CERT (AR)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn	AM-2007-CERT (AR)	Certificate	Certificate of Insurance	Initial		50	AM-2007-CERT (AR).pdf

PRESIDENTIAL LIFE INSURANCE COMPANY



69 LYDECKER STREET
NYACK, NEW YORK 10960
(800) 926-7599

EMERGENCY ROOM ACCIDENT AND SICKNESS CERTIFICATE OF INSURANCE

Presidential Life Insurance Company, a stock company herein referred to as We, Us or Our, certifies that the person named in the Certificate Schedule, herein referred to as You, are insured for the benefits described in this certificate. This insurance is subject to the eligibility and effective date requirements of the Group Policy.

Your insurance is effective at 12:01 a.m. Standard Time at the address of the Policyholder on the Certificate Effective Date shown in Your Certificate Schedule.

IMPORTANT NOTICE

This certificate is a summary of the Group Policy provisions that affect Your insurance. It is merely evidence of the insurance provided by such policy. The group is a contract between the Policyholder and Us. It may be changed or ended without notice or consent of any Covered Person.

This certificate replaces any certificate previously issued by Us to You under the Group Policy.

The benefits described in this certificate are provided by the Group Policy no. shown on the Schedule, issued to the Policyholder whose name is shown on the Schedule.

Signed for

PRESIDENTIAL LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Kate Lash".

Secretary

A handwritten signature in black ink, appearing to read "Heckman".

President

READ YOUR CERTIFICATE CAREFULLY
NON-PARTICIPATING
NON-CONTRIBUTORY

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AMENDMENT RIDERS, IF ANY

SECTION 1 - SCHEDULE

POLICYHOLDER

Name: [ABC Association]
Address: [123 Any Street]
[Anyville, State 12345]

GROUP POLICY NUMBER: [12345678] **CERTIFICATE NUMBER:** [12345678]

INSURED: [John A. Doe] **COVERED DEPENDENTS:**

EFFECTIVE DATE: [January 1, 2007]

SCHEDULE OF ELIGIBILITY

ELIGIBLE PERSONS:

The following persons are eligible persons and shall be Insured Person's under this Policy:
All [members] of [ABC Association].

ELIGIBLE DEPENDENTS: Eligible Person's Spouse and Child(ren)

When a husband and wife are both Eligible Persons:

- a) coverage may not be duplicated by applying as dependents of each other; and
- b) coverage for an Eligible Dependent Child may be requested by either the wife or the husband, but not both

No Eligible Child will be covered unless either the Eligible Person or the Eligible Spouse is covered

PROBATIONARY PERIOD: 30 days

SCHEDULE OF BENEFITS

EMERGENCY ROOM BENEFIT	
Benefit Amount:	[\$1,000] per Injury or Sickness
Deductible Amount:	[\$100] per Injury or Sickness
Premium:	[\$3.25]
Annual Maximum Benefit:	[\$] per Covered Person

LIMITATIONS: There is a maximum of 2 claims per certificate.

SECTION 2- DEFINITIONS

Accident means a sudden and unforeseeable event that causes Injury to a Covered Person and occurs while your coverage is in force.

Covered Person means you or your Eligible Dependent while you, he or she is covered under the Policy.

Dependent means Your:

- (a) married spouse age 18 or older; or
- (b) unmarried child or children, newborn child, stepchild, legally adopted child, foster child or child in the process of adoption from birth to age 25 and who is primarily dependent on you for support and maintenance;
- (c) grand child who is declared as a dependent for federal tax purposes at time of initial enrollment; or
- (d) child whose insurance would otherwise end because of the age limit but is unable to support him or her self due to mental retardation or physical handicap. Such child must be dependent upon You for maintenance and support.

Injury means bodily harm that occurs from an accident and results, directly and independently of all other causes of loss covered by the Policy while the Covered Person's coverage is in force.

Pre-Existing Condition means a Sickness or Injury for which medical care, treatment, diagnosis or advice was received or recommended within the 6 months prior to the Covered Person's Effective Date of coverage under the Group Policy.

Probationary Period means the continuous length of time that You must be a member of the association before becoming eligible to enroll for coverage:

You, your or Insured Person means an Eligible Person while he or she is covered under the policy.

We, Us, or Our means the insurance company named on the face page.

SECTION 3- EFFECTIVE DATE OF COVERAGE

ELIGIBILITY, ENROLLMENT AND EFFECTICE DATE

You are eligible for coverage when You satisfy the Probationary period, and the required premium is received by Us.

Your Effective Date of coverage is the Effective Date stated in the Schedule.

A Dependent is eligible for coverage on the later of:

- (1) the date You become eligible for insurance; or
- (2) the date You acquire the Dependent.

A Dependent is deemed to be acquired as follows:

Spouse: On the later of the Certificate Effective Date if Your spouse is Your legal spouse on that date or the date of the marriage to You.

Newborn Children: Newborn children are automatically covered under the terms of the policy from the moment of birth. Coverage for newborn will be in effect until the 91st day following the date of such event. If You desire uninterrupted coverage for a newborn child, You must notify Us within 91 days of the child's birth.

Adopted child: Coverage for adopted children will begin on the date of the filing of Your petition for adoption if You apply for such coverage within sixty (60) days after the filing of the petition. However, coverage will begin from the moment of birth of the adopted child if Your application for coverage is filed within sixty (60) days after the birth of the minor.

Stepchild: On the date the child begins residing in Your home.

TERMINATION

A Covered Person's coverage will terminate at 12:01 a.m. Standard Time at Your home on the earliest of the following:

- (a) The date the Group Policy terminates coverage under the Group Policy;
- (b) The date coverage is terminated by Us for all certificate holders in Your state;
- (c) The date a Covered Person enters the armed forces of any country. Membership in the reserves or in the National Guard is not deemed entry into the armed forces. Active duty service in the reserves or National Guard for a period of 31 consecutive days or more will be deemed entry into the armed forces.
- (d) With respect to a Dependent spouse, the date the spouse no longer qualifies as a Dependent,
- (e) With respect to a Dependent child, the date that child no longer qualifies as a Dependent.

At least 30 days prior written notice will be given to You if We terminate Your coverage for any reason, except for nonpayment of premium.

SECTION 4 –DESCRIPTIONS OF COVERAGE

EMERGENCY ROOM BENEFIT

Subject to the definitions, provisions, exclusions and limitations stated herein, We will pay the Emergency Room Benefit shown in the Schedule if a Covered Person requires medically necessary treatment by a Physician in a Hospital emergency room for a medical emergency due to Injury or Sickness. We will pay a benefit not to exceed Usual and Customary charges for emergency room Covered Expenses.

Benefits are subject to deductible, limits and maximums shown in the Certificate Schedule.

Covered Expenses are the following charges:

- 1) charges of a licensed and legally accredited hospital;
- 2) physician charges;
- 3) charges of or licensed registered nurse (R.N.), who is not a member of the Insured Person's family;
- 4) charges for x-ray, laboratory tests, oxygen, casts, splints, crutches, braces (other than dental braces), blood, blood plasma, prescription drugs and medications;
- 6) charges for Injury or Sickness to sound, natural teeth; and
- 7) charges for rental of durable medical equipment of a medical or surgical nature, medically necessary for treatment of the Injury or Sickness and not used solely for comfort or convenience.

Definitions: As they relate to this benefit.

Hospital means a facility that: is licensed as a hospital and operated pursuant to law; is primarily engaged in providing or operating either on its premises or in facilities available to the hospital on a contractual prearranged basis and under the supervision of a staff of one or more duly licensed Physicians, medical diagnostic and major surgery facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; provides 24-hour nursing service by or under the supervision of a registered nurse (R.N.); maintains and operates a minimum of five beds; has x-ray and laboratory facilities either on the premises or available on a contractual prearranged basis; maintains permanent medical history records; or a facility that is accredited by the Joint Commission on Accreditation of Health Care Organization.

Hospital does not mean convalescent, nursing, rest or extended care facilities or facilities operated exclusively for treatment of the aged, whether such facilities are operated as a separate institution or as a section of an institution operated as a hospital. Hospital does not mean a facility primarily providing custodial care or educational services.

Deductible means the amount of Covered Expenses an Insured Person must pay for each emergency room visit before benefits are available.

Medical Emergency means the sudden onset of a medical condition for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one that manifests itself by acute symptoms that are sufficiently severe that, without immediate medical attention, could reasonably be expected to result in: placing the Insured Person's health in serious jeopardy; serious impairment of bodily functions; or serious dysfunction of any bodily organ or part.

Medically Necessary means services or supplies that are Covered Expenses, prescribed by Your Physician, to diagnose or treat a Injury or Sickness, that are known to be safe and effective by the majority of licensed Physicians who diagnose or treat that Injury or Sickness; provided such services are: provided at the appropriate facility and at the appropriate levels of care for the treatment of the Covered Person's medical condition; not provided primarily for the convenience of the Covered Person, the treating Physician or the Hospital providing the service; consistent with health care practice guidelines and standards that are issued by professionally recognized health care organizations or governmental agencies; not primarily educational, experimental or investigative; consistent with the Covered Person's symptoms, diagnosis or treatment; and no more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency.

Physician means a licensed practitioner of the healing arts acting within the scope of his or her license. The attending Physician may not be: employed or retained by the Policyholder; the Covered Person, or a person who is related to the Covered Person.

Sickness means a sickness, illness or disease which occurs after the effective date of coverage under this certificate and while this certificate is in force.

Usual and Customary means the most common charge for similar professional services, drugs procedures, devices, supplies or treatment within the city or county in which the charge is incurred.

SECTION 5- EXCLUSIONS AND LIMITATIONS

We will not pay for any loss as a result of:

- 1) suicide, while sane or insane; or intentional, self-inflicted Injury or Sickness;
- 2) [Sickness, disease or bacterial infection of any kind, except:
 - a) those which occur as a result of accidental ingestion; or
 - b) pus forming infections which occur through an accidental cut or wound;]
- 3) war or any act of war, whether war is declared or not;
- 4) service in one of the armed forces of any country or international authority;
Note 1: If an Covered Person becomes a member of such armed forces during the policy term, upon receipt of written notice, We will refund pro rata the unearned premium.
Note 2: This exclusion (4) does not apply to a Covered Person who is:
 - a) a member of an armed force reserve corps or National Guard unit; and
 - b) in attendance at an authorized active or inactive duty training session or other active duty that is less than 30 days.
- 5) riding as a passenger in or other activity related to any aircraft or other flying device of any kind;
- 6) hernia, however caused,
- 7) services or treatment provided by a family member or the Insured Person;
- 8) experimental or investigational procedures;
- 9) cosmetic surgery or procedures;
- 10) hospital room and board charges in excess of the semi-private room rate, unless hospitalized in an intensive care unit;
- 11) Injury or Sickness arising out of or in the course of employment for wage or profit, unless the Covered Person is ineligible for or legally exempt from Workers' Compensation coverage;
- 12) any loss to which a contributing cause was the Covered Person's being engaged in any illegal occupation or activity, or commission of or attempt to commit a felony;
- 13) Injury or Sickness to which a contributing cause was the Insured Person being under the influence of or resulting from the use of intoxicants, including alcohol; or
- 14) Injury or Sickness resulting from the use of drugs, narcotics, hallucinogens, controlled or uncontrolled substances, unless administered on or according to the advice of a physician; or
- 15) related to pregnancy or childbirth.

Pre-Existing Conditions Limitation: Expenses incurred for treatment of Pre-existing Conditions are not covered for the first 12 months following a Covered Person's Effective Date of Coverage under the Group Policy.

SECTION 6 – GENERAL PROVISIONS

Notice of Claim: Written notice of claim must be given to Us or Our authorized representative within 30 days after a covered loss starts, or as soon thereafter as is reasonably possible. The written notice should include Your name, the Covered Person's name, if different, Policy and Certificate Number. Please send to Us at our home office address or Your Agent.

Claim Forms: When We receive written notice of claim, We will send claim forms to the claimant within 15 days. If We do not, written proof of loss will be met by You or Your beneficiary by sending Us written proof as described below.

Proof of Loss: Proof of loss must describe the incident, extent and the type of loss. For death claims, proof of loss means certified copies of the death certificate, autopsy if performed, Coroner, Medical Examiner or Justice of the Peace reports. Police Motor Vehicle Accident Report or Police Incident Report, if applicable, are also proof of loss documents.

Written proof of loss must be sent to Us at the address shown above, or to one of Our agents. Written proof must be given to Us within 90 days after the date of loss. If proof cannot be given in that time, such proof must be given as soon as reasonably possible. Except in the absence of legal capacity, the claimant must give written proof within one year of the time otherwise required.

Time of Payment of Claims: Indemnities payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. If We are unable to immediately pay due to deficiencies in Your claim, We will notify You within thirty (30) days if Your claim was filed electronically or within forty-five (45) days if Your claim was filed on paper of those deficiencies and how they can be remedied. Our failure to notify You of any deficiencies within the stated time frames will establish the submitted claim as a clean claim. We will pay or deny a clean claim: (1) if filed electronically, within thirty (30) days after the date We receive the claim; or (2) if the claim is filed on paper, within forty-five (45) days after the date We receive the claim.

Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of our liability will be paid immediately upon receipt of due written proof.

Payment of Claims: For loss of life to the Insured Person We will pay death benefits to the Insured Person's estate. All other benefits will be paid to the Insured Person except for medical benefits, which may be paid to a provider of medical services.

Any payments We make in good faith will end Our liability to the extent of the payment.

Physical Examination and Autopsy: We have the right to have a Covered Person examined by a physician of Our choice. This may be done as often as reasonable necessary while a claim is pending or while We are paying benefits. We may also have an autopsy made unless the law forbids it. We will pay the cost of both the exam and autopsy.

Legal Actions: No legal action may be brought to recover on the policy or this certificate until 60 days after written proof of loss has been given as required by the policy. No such action may be brought after 3 years from the time written proof of loss is required to be given.

Assignment: You may assign Your interest under this certificate. If an irrevocable beneficiary has been designated, that person must give written consent to any assignment. No assignment will be binding on Us unless it is in writing and a copy sent to Us. We accept no responsibility for the validity of an assignment.

Extension of Benefits: If a Covered Person has a continuous total disability at the time coverage under this certificate terminates, We will provide benefits, subject to the limits of the coverage, for Covered Expenses for the accident that causes such continuous total disability until the earlier of the end of such total disability or 90 days. Total disability or totally disabled means: with respect to the Insured Person, the complete inability to perform all of the substantial and material duties and functions of his or her occupation or any other gainful occupation in which such person earns substantially the same compensation prior to disability; and with respect to any other Covered Person, confinement as a bed patient in a hospital. This extension of benefits provision does not apply to dental coverage.

Conformity with State Statutes: Any provision of the policy or certificate which, on its effective date, is in conflict with the laws of the state where the policy or certificate is issued, is amended to comply with those laws.

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TOI: H04 Health - Blanket Accident/Sickness *Sub-TOI:* H04.000 Health - Blanket Accident/Sickness
Product Name: Group ER Coverage
Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CLTR-125481282 State: Arkansas
 Filing Company: Presidential Life Insurance Company State Tracking Number: 38138
 Company Tracking Number: AM-2007-CERT
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
 Product Name: Group ER Coverage
 Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Withdrawn 06/23/2008
Comments:
Attachments:
 AR Rule & Reg 19 Certification.pdf
 AR Flesch Certification.pdf
 AR Consumer Information Notice.pdf
 AR Guaranty Assoc Notice.pdf

Bypassed -Name: Application **Review Status:** Withdrawn 06/23/2008
Bypass Reason: There is no enrollment form per se in as much as this coverage will automartically be provided as a benefit of membership. The cost will be paid by the association out of membership dues collected.
Comments:

Satisfied -Name: Policy Form AM-2007-POL (as issued to the associations) **Review Status:** Withdrawn 06/23/2008
Comments:
Attachments:
 AM-2007-POL (NEA).pdf
 AM-2007-POL (UCAA).pdf
 AM-2007-POL (VBA).pdf

Satisfied -Name: Association Information **Review Status:** Withdrawn 06/23/2008
Comments:
Attachments:
 NEA Articles of Incorporation and Bylaws.pdf
 UCAA Articles of Incorporation.pdf
 UCAA By-Laws.pdf
 VBA Amended Articles.pdf

SERFF Tracking Number: CLTR-125481282 *State:* Arkansas
Filing Company: Presidential Life Insurance Company *State Tracking Number:* 38138
Company Tracking Number: AM-2007-CERT
TOI: H04 Health - Blanket Accident/Sickness *Sub-TOI:* H04.000 Health - Blanket Accident/Sickness
Product Name: Group ER Coverage
Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT
VBA By-Laws.pdf

SERFF Tracking Number: CLTR-125481282 State: Arkansas
Filing Company: Presidential Life Insurance Company State Tracking Number: 38138
Company Tracking Number: AM-2007-CERT
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Group ER Coverage
Project Name/Number: Presidential Out-of-State Filing/AM-2007-CERT

Review Status:

Satisfied -Name: MO Approval

Withdrawn

06/23/2008

Comments:

Attachment:

MO AM-2007-POL Approval.pdf

TO: Commissioner of Insurance
Arkansas Insurance Department

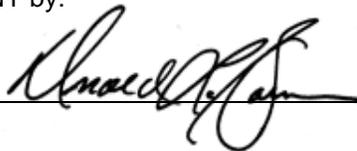
RE: Presidential Life Insurance Certification Form AM-2007-CERT (AR)

RULE AND REGULATION 19 CERTIFICATION

This is to certify that the referenced policy form complies with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed for PRESIDENTIAL LIFE INSURANCE COMPANY by:

January 11, 2008
Date


Signature

Donald L. Barnes, President
Typed Name and Title

PRESIDENTIAL LIFE INSURANCE COMPANY



NYACK, NEW YORK 10960-2199
(914) 358-2300

FLESCH CERTIFICATION

I, Donald Barnes, President, Presidential Life Insurance Company, certify that the forms listed below satisfy the standards of life and health insurance policy language simplification legislation. The forms were scored in their entirety.

Form Title	Form Number	Flesch Score
Certificate	AM-2007-CERT (AR)	50.1

A handwritten signature in black ink, appearing to read 'Donald Barnes', written over a horizontal line.

Signature: _____

Title: President

Date: January 11, 2008

PRESIDENTIAL LIFE INSURANCE COMPANY

69 Lydecker Street, Nyack, New York 10960
(800) 926-7599

CONSUMER INFORMATION NOTICE

Policyholder Service Office of Company

Address: 69 Lydecker Street
Nyack, NY 10960

Telephone Number: 1-800-926-7599

Agent (to be completed at time of application)

Name of Agent _____

Address _____

Telephone Number _____

If we at Presidential Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Divisions
1200 West Third Street
Little Rock, Arkansas 72201-1904
Phone: 1(800) 852-5494 or (501) 371-2640

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND DISABILITY INSURANCE
GUARANTY ASSOCIATION PLAN**

Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Arkansas Life and Disability Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is **NOT** provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
1023 West Capitol Avenue, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201

The State law that provides for this safety-net is called the Arkansas Life and Disability Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

(please turn to back of page)

COVERAGE

Generally, individuals will be protected by the Life and Disability Insurance Guaranty Association if they live in this state and hold a life or disability insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **NOT** protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a nonprofit hospital or medical service organization, an HMO a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does **NOT** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy or reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contractholder for unallocated annuity benefits, irrespective of the number of contracts held by the contractholder.



PRESIDENTIAL LIFE INSURANCE COMPANY

69 LYDECKER STREET
NYACK, NEW YORK 10960
(800) 926-7599

EMERGENCY ROOM ACCIDENT AND SICKNESS INSURANCE POLICY

POLICYHOLDER: *National Employers Association*

POLICYHOLDER ADDRESS: 41820 N. Spur Cross Rd.
Cave Creek, AZ 85331

GROUP POLICY NUMBER: 300005AMB

POLICY PERIOD:

EFFECTIVE DATE: June 1, 2007

EXPIRATION DATE: May 31, 2008 at midnight

In return for the payment of premium expressed in the Schedule, Presidential Life Insurance Company, herein referred to as We, Us, or Our, agrees with the Policyholder to pay the benefits of this Group Policy (referred to as the Policy) to the persons insured hereunder, subject to the terms and conditions that follow. The Group Policy takes effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder. The Group Policy is delivered in, and subject to the laws of the Jurisdiction in which it is issued.

This Group Policy is a legal contract and is issued in consideration of the Group Application of the Policyholder, a copy of which is attached, and of the payment of premiums due. The following pages, including any riders, endorsements, schedule pages, Insured Person enrollment forms, applications or amendments, form a part of this Group Policy.

Signed for

PRESIDENTIAL LIFE INSURANCE COMPANY

Secretary

President

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Schedule
Policy Provisions
Incorporation Provision
Certificate of Insurance

PLEASE READ THIS POLICY CAREFULLY

NON-PARTICIPATING
NON-CONTRIBUTORY

SCHEDULE

POLICYHOLDER

Name: National Employers Association
Address: 41820 N. Spur Cross Rd
Cave Creek, AZ 85331

GROUP POLICY NUMBER: 300005AMB

POLICY PERIOD

Effective Date: June 1, 2007
Expiration Date: May 31, 2008 at midnight

PREMIUM

Premiums for each Insured Person are on file at the offices of the Policyholder. Premiums are based on the Insured Person's plan of coverage.

The premium for this policy is the sum of the Individual Premiums for each Insured Person. All premiums, except the initial premium, are payable to Us at Our home office.

The first premium must be paid to us within 15 days after the effective date. After the first month, premium are due by the [15th] day of each [month].

SCHEDULE OF ELIGIBILITY

ELIGIBLE PERSONS:

The following persons are eligible persons and shall be Insured Person's under this Policy:
All members of the National Employers Association.

ELIGIBLE DEPENDENTS: Eligible Person's Spouse and Child(ren)

When a husband and wife are both Eligible Persons:

- a) coverage may not be duplicated by applying as dependents of each other; and
- b) coverage for an Eligible Dependent Child may be requested by either the wife or the husband, but not both

No Eligible Child will be covered unless either the Eligible Person or the Eligible Spouse is covered

PROBATIONARY PERIOD: 30 days

SCHEDULE OF BENEFITS

EMERGENCY ROOM BENEFIT		
Benefit Amount:	[\$1,000] per Injury or Sickness	[\$5,000] per Injury or Sickness
Deductible Amount:	[\$100] per Injury or Sickness	[\$250] per Injury or Sickness
Premium:	[\$3.25]	[\$15.00]
Annual Maximum Benefit:	[\$] per Covered Person	[\$] per Covered Person

LIMITATIONS: There is a maximum of 2 claims per certificate.

POLICY PROVISIONS

Entire Contract; Changes: This Group Policy, including the endorsements, application, Certificate, and the other attached papers, if any, constitutes the entire contract of insurance. No change in this Group Policy shall be valid until approved by Our executive officer and unless such approval be endorsed hereon. No agent has authority to change this Group Policy or to waive any of its provisions.

All statements made by the Policyholder are deemed representations and not warranties. No such statement will cause Us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is in writing and signed by the Policyholder, if applicable, and is or has been furnished to such Policyholder, if applicable.

Incontestability: After two (2) years from the Policy Effective Date no statement, except a fraudulent misstatement, will cause the Group Policy to be contested.

Policy Period: This Group Policy shall become effective upon the Effective Date shown in the Schedule. The Policy shall continue in force until the Expiration Date shown in the Schedule, unless cancelled in accordance with the provision entitled "Cancellation".

Premiums: The premium due for this Group Policy shall be remitted to Us by an officer of the Policyholder or any other person designated by the Policyholder to remit premiums. The premium rates are as stated in the Schedule.

- (1) **Change of Premium Rates:** We may, by written notice to the Policyholder at least 45 days in advance, change the rate at which further premiums, including the one then due, shall be computed. The new rate will not be based on this Group Policy's loss experience.
- (2) **Grace Period:** A grace period of thirty-one days will be provided for the payment of any premium due after the first. This Policy will not be cancelled for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will be cancelled on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period. No grace period will be provided if we receive notice to terminate this Policy prior to a premium due date.

Certificates of Insurance: We will issue to the Policyholder for delivery to each Insured a certificate that will describe the essential features of insurance and to whom benefits are payable.

Data Furnished by the Policyholder: If requested to do so by Us, the Policyholder shall furnish Us with the names of all persons initially insured, of all new persons who become insured, and of all Insured Persons whose insurance is cancelled, together with the data necessary for the calculation of premium. Failure on the part of the Policyholder to furnish the name of a Covered Person to Us shall not invalidate his or her insurance; nor shall failure on the part of the Policyholder to report termination of insurance of a person continue such insurance in force beyond the date of termination.

Examination and Audit: We have the right to examine the Policyholder's records relating to this Group Policy at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

Cancellation: After the first policy year anniversary, We may cancel this Policy at any time by written notice delivered to the Policyholder or mailed to its last address as shown on Our records. The written notice shall state when, not less than 60 days thereafter, such cancellation shall be effective. After the Policy has been continued beyond its original term, the Policyholder may cancel this Policy any time by written notice delivered or mailed to Us effective on receipt or on such later date as may be specified in the notice. Such notice must be provided at least 31 days prior to the cancellation date. In the event of such cancellation by either Policyholder or Us, We shall promptly return on a pro rata basis the unearned premiums paid, if any, and the Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

Renewal Subject to Company Consent: The Policy may be renewed for like periods with Our consent, by payment in advance by the Policyholder of the renewal premium determined on the basis of Our premium rate in force for this insurance at the beginning of renewal.

Additional Insureds: New eligible persons and their dependents may be added to the group, in accordance with the terms of the policy.

Reinstatement Following Termination: Any coverage which is reinstated will cover only those losses under this Policy which the Covered Person sustained on or after the first day of the period to which the reinstatement premium payment is applied.

Changes: No agent has authority to change or waive any part of this policy. To be valid, any changes or waiver must be in writing, approved by one of our officers and made a part of this policy.

Not in Lieu of Workers' Compensation: This Group Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

Assignment. The group policy is non-assignable. The Insured Person may not assign any of the policyholder rights, privileges or benefits under the group policy.

INCORPORATION PROVISION

The provisions of the attached Certificate and all amendments to this Group Policy after its effective date are incorporated into and made part of this Group Policy.

The provisions listed below are shown in the Certificate and are hereby incorporated into and made a part of this Group Policy.

Schedule
Definitions
Effective Date of Coverage
General Provisions
Coverage Descriptions
Exclusions



PRESIDENTIAL LIFE INSURANCE COMPANY

69 LYDECKER STREET
NYACK, NEW YORK 10960
(800) 926-7599

EMERGENCY ROOM ACCIDENT AND SICKNESS INSURANCE POLICY

POLICYHOLDER: *United Consumer Awareness Association*

POLICYHOLDER ADDRESS: 7925 Clayton Road #200
St. Louis, MO 63117

GROUP POLICY NUMBER: 300004AMB

POLICY PERIOD:

EFFECTIVE DATE: April 15, 2007

EXPIRATION DATE: April 14, 2008 at midnight

In return for the payment of premium expressed in the Schedule, Presidential Life Insurance Company, herein referred to as We, Us, or Our, agrees with the Policyholder to pay the benefits of this Group Policy (referred to as the Policy) to the persons insured hereunder, subject to the terms and conditions that follow. The Group Policy takes effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder. The Group Policy is delivered in, and subject to the laws of the Jurisdiction in which it is issued.

This Group Policy is a legal contract and is issued in consideration of the Group Application of the Policyholder, a copy of which is attached, and of the payment of premiums due. The following pages, including any riders, endorsements, schedule pages, Insured Person enrollment forms, applications or amendments, form a part of this Group Policy.

Signed for

PRESIDENTIAL LIFE INSURANCE COMPANY

Secretary

President

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Certificate of Insurance

PLEASE READ THIS POLICY CAREFULLY

NON-PARTICIPATING
NON-CONTRIBUTORY

SCHEDULE

POLICYHOLDER

GROUP POLICY NUMBER: 300005AMB

Name: United Consumer Awareness Association
Address: 7925 Clayton Road #200
St. Louis, MO 63117

POLICY PERIOD

Effective Date: April 15, 2007
Expiration Date: April 14, 2008 at midnight

PREMIUM

Premiums for each Insured Person are on file at the offices of the Policyholder. Premiums are based on the Insured Person's plan of coverage.

The premium for this policy is the sum of the Individual Premiums for each Insured Person. All premiums, except the initial premium, are payable to Us at Our home office.

The first premium must be paid to us within 15 days after the effective date. After the first month, premium are due by the [15th] day of each [month].

SCHEDULE OF ELIGIBILITY

ELIGIBLE PERSONS:

The following persons are eligible persons and shall be Insured Person's under this Policy:
All members of the National Employers Association.

ELIGIBLE DEPENDENTS: Eligible Person's Spouse and Child(ren)

When a husband and wife are both Eligible Persons:

- a) coverage may not be duplicated by applying as dependents of each other; and
- b) coverage for an Eligible Dependent Child may be requested by either the wife or the husband, but not both

No Eligible Child will be covered unless either the Eligible Person or the Eligible Spouse is covered

PROBATIONARY PERIOD: 30 days

SCHEDULE OF BENEFITS

EMERGENCY ROOM BENEFIT		
Benefit Amount:	[\$1,000] per Injury or Sickness	[\$5,000] per Injury or Sickness
Deductible Amount:	[\$100] per Injury or Sickness	[\$250] per Injury or Sickness
Premium:	[\$3.25]	[\$15.00]
Annual Maximum Benefit:	[\$] per Covered Person	[\$] per Covered Person

LIMITATIONS: There is a maximum of 2 claims per certificate.

POLICY PROVISIONS

Entire Contract; Changes: This Group Policy, including the endorsements, application, Certificate, and the other attached papers, if any, constitutes the entire contract of insurance. No change in this Group Policy shall be valid until approved by Our executive officer and unless such approval be endorsed hereon. No agent has authority to change this Group Policy or to waive any of its provisions.

All statements made by the Policyholder are deemed representations and not warranties. No such statement will cause Us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is in writing and signed by the Policyholder, if applicable, and is or has been furnished to such Policyholder, if applicable.

Incontestability: After two (2) years from the Policy Effective Date no statement, except a fraudulent misstatement, will cause the Group Policy to be contested.

Policy Period: This Group Policy shall become effective upon the Effective Date shown in the Schedule. The Policy shall continue in force until the Expiration Date shown in the Schedule, unless cancelled in accordance with the provision entitled "Cancellation".

Premiums: The premium due for this Group Policy shall be remitted to Us by an officer of the Policyholder or any other person designated by the Policyholder to remit premiums. The premium rates are as stated in the Schedule.

- (1) **Change of Premium Rates:** We may, by written notice to the Policyholder at least 45 days in advance, change the rate at which further premiums, including the one then due, shall be computed. The new rate will not be based on this Group Policy's loss experience.
- (2) **Grace Period:** A grace period of thirty-one days will be provided for the payment of any premium due after the first. This Policy will not be cancelled for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will be cancelled on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period. No grace period will be provided if we receive notice to terminate this Policy prior to a premium due date.

Certificates of Insurance: We will issue to the Policyholder for delivery to each Insured a certificate that will describe the essential features of insurance and to whom benefits are payable.

Data Furnished by the Policyholder: If requested to do so by Us, the Policyholder shall furnish Us with the names of all persons initially insured, of all new persons who become insured, and of all Insured Persons whose insurance is cancelled, together with the data necessary for the calculation of premium. Failure on the part of the Policyholder to furnish the name of a Covered Person to Us shall not invalidate his or her insurance; nor shall failure on the part of the Policyholder to report termination of insurance of a person continue such insurance in force beyond the date of termination.

Examination and Audit: We have the right to examine the Policyholder's records relating to this Group Policy at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

Cancellation: After the first policy year anniversary, We may cancel this Policy at any time by written notice delivered to the Policyholder or mailed to its last address as shown on Our records. The written notice shall state when, not less than 60 days thereafter, such cancellation shall be effective. After the Policy has been continued beyond its original term, the Policyholder may cancel this Policy any time by written notice delivered or mailed to Us effective on receipt or on such later date as may be specified in the notice. Such notice must be provided at least 31 days prior to the cancellation date. In the event of such cancellation by either Policyholder or Us, We shall promptly return on a pro rata basis the unearned premiums paid, if any, and the Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

Renewal Subject to Company Consent: The Policy may be renewed for like periods with Our consent, by payment in advance by the Policyholder of the renewal premium determined on the basis of Our premium rate in force for this insurance at the beginning of renewal.

Additional Insureds: New eligible persons and their dependents may be added to the group, in accordance with the terms of the policy.

Reinstatement Following Termination: Any coverage which is reinstated will cover only those losses under this Policy which the Covered Person sustained on or after the first day of the period to which the reinstatement premium payment is applied.

Changes: No agent has authority to change or waive any part of this policy. To be valid, any changes or waiver must be in writing, approved by one of our officers and made a part of this policy.

Not in Lieu of Workers' Compensation: This Group Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

Assignment. The group policy is non-assignable. The Insured Person may not assign any of the policyholder rights, privileges or benefits under the group policy.

INCORPORATION PROVISION

The provisions of the attached Certificate and all amendments to this Group Policy after its effective date are incorporated into and made part of this Group Policy.

The provisions listed below are shown in the Certificate and are hereby incorporated into and made a part of this Group Policy.

Schedule
Definitions
Effective Date of Coverage
General Provisions
Coverage Descriptions
Exclusions



PRESIDENTIAL LIFE INSURANCE COMPANY

69 LYDECKER STREET
NYACK, NEW YORK 10960
(800) 926-7599

EMERGENCY ROOM ACCIDENT AND SICKNESS INSURANCE POLICY

POLICYHOLDER: *Value Benefits of America*

POLICYHOLDER ADDRESS: 7925 Clayton Road #200
St. Louis, MO 63117

GROUP POLICY NUMBER: 300003AMB

POLICY PERIOD:

EFFECTIVE DATE: April 15, 2007

EXPIRATION DATE: April 14, 2008 at midnight

In return for the payment of premium expressed in the Schedule, Presidential Life Insurance Company, herein referred to as We, Us, or Our, agrees with the Policyholder to pay the benefits of this Group Policy (referred to as the Policy) to the persons insured hereunder, subject to the terms and conditions that follow. The Group Policy takes effect on the effective date shown above, 12:01 a.m. Standard Time at the address of the Policyholder. The Group Policy is delivered in, and subject to the laws of the Jurisdiction in which it is issued.

This Group Policy is a legal contract and is issued in consideration of the Group Application of the Policyholder, a copy of which is attached, and of the payment of premiums due. The following pages, including any riders, endorsements, schedule pages, Insured Person enrollment forms, applications or amendments, form a part of this Group Policy.

Signed for

PRESIDENTIAL LIFE INSURANCE COMPANY

Secretary

President

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Certificate of Insurance

PLEASE READ THIS POLICY CAREFULLY

NON-PARTICIPATING
NON-CONTRIBUTORY

SCHEDULE

POLICYHOLDER

Name: Value Benefits of America
Address: 7925 Clayton Road #200
St. Louis, MO 63117

GROUP POLICY NUMBER: 300003AMB

POLICY PERIOD

Effective Date: April 15, 2007
Expiration Date: April 14, 2008 at midnight

PREMIUM

Premiums for each Insured Person are on file at the offices of the Policyholder. Premiums are based on the Insured Person's plan of coverage.

The premium for this policy is the sum of the Individual Premiums for each Insured Person. All premiums, except the initial premium, are payable to Us at Our home office.

The first premium must be paid to us within 15 days after the effective date. After the first month, premium are due by the [15th] day of each [month].

SCHEDULE OF ELIGIBILITY

ELIGIBLE PERSONS:

The following persons are eligible persons and shall be Insured Person's under this Policy:
All members of the National Employers Association.

ELIGIBLE DEPENDENTS: Eligible Person's Spouse and Child(ren)

When a husband and wife are both Eligible Persons:

- a) coverage may not be duplicated by applying as dependents of each other; and
- b) coverage for an Eligible Dependent Child may be requested by either the wife or the husband, but not both

No Eligible Child will be covered unless either the Eligible Person or the Eligible Spouse is covered

PROBATIONARY PERIOD: 30 days

SCHEDULE OF BENEFITS

EMERGENCY ROOM BENEFIT		
Benefit Amount:	[\$1,000] per Injury or Sickness	[\$5,000] per Injury or Sickness
Deductible Amount:	[\$100] per Injury or Sickness	[\$250] per Injury or Sickness
Premium:	[\$3.25]	[\$15.00]
Annual Maximum Benefit:	[\$] per Covered Person	[\$] per Covered Person

LIMITATIONS: There is a maximum of 2 claims per certificate.

POLICY PROVISIONS

Entire Contract; Changes: This Group Policy, including the endorsements, application, Certificate, and the other attached papers, if any, constitutes the entire contract of insurance. No change in this Group Policy shall be valid until approved by Our executive officer and unless such approval be endorsed hereon. No agent has authority to change this Group Policy or to waive any of its provisions.

All statements made by the Policyholder are deemed representations and not warranties. No such statement will cause Us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is in writing and signed by the Policyholder, if applicable, and is or has been furnished to such Policyholder, if applicable.

Incontestability: After two (2) years from the Policy Effective Date no statement, except a fraudulent misstatement, will cause the Group Policy to be contested.

Policy Period: This Group Policy shall become effective upon the Effective Date shown in the Schedule. The Policy shall continue in force until the Expiration Date shown in the Schedule, unless cancelled in accordance with the provision entitled "Cancellation".

Premiums: The premium due for this Group Policy shall be remitted to Us by an officer of the Policyholder or any other person designated by the Policyholder to remit premiums. The premium rates are as stated in the Schedule.

- (1) **Change of Premium Rates:** We may, by written notice to the Policyholder at least 45 days in advance, change the rate at which further premiums, including the one then due, shall be computed. The new rate will not be based on this Group Policy's loss experience.
- (2) **Grace Period:** A grace period of thirty-one days will be provided for the payment of any premium due after the first. This Policy will not be cancelled for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will be cancelled on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period. No grace period will be provided if we receive notice to terminate this Policy prior to a premium due date.

Certificates of Insurance: We will issue to the Policyholder for delivery to each Insured a certificate that will describe the essential features of insurance and to whom benefits are payable.

Data Furnished by the Policyholder: If requested to do so by Us, the Policyholder shall furnish Us with the names of all persons initially insured, of all new persons who become insured, and of all Insured Persons whose insurance is cancelled, together with the data necessary for the calculation of premium. Failure on the part of the Policyholder to furnish the name of a Covered Person to Us shall not invalidate his or her insurance; nor shall failure on the part of the Policyholder to report termination of insurance of a person continue such insurance in force beyond the date of termination.

Examination and Audit: We have the right to examine the Policyholder's records relating to this Group Policy at any time during the Policy term and within three years after expiration of the Policy or until final adjustment and settlement of all claims hereunder, whichever is later.

Cancellation: After the first policy year anniversary, We may cancel this Policy at any time by written notice delivered to the Policyholder or mailed to its last address as shown on Our records. The written notice shall state when, not less than 60 days thereafter, such cancellation shall be effective. After the Policy has been continued beyond its original term, the Policyholder may cancel this Policy any time by written notice delivered or mailed to Us effective on receipt or on such later date as may be specified in the notice. Such notice must be provided at least 31 days prior to the cancellation date. In the event of such cancellation by either Policyholder or Us, We shall promptly return on a pro rata basis the unearned premiums paid, if any, and the Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

Renewal Subject to Company Consent: The Policy may be renewed for like periods with Our consent, by payment in advance by the Policyholder of the renewal premium determined on the basis of Our premium rate in force for this insurance at the beginning of renewal.

Additional Insureds: New eligible persons and their dependents may be added to the group, in accordance with the terms of the policy.

Reinstatement Following Termination: Any coverage which is reinstated will cover only those losses under this Policy which the Covered Person sustained on or after the first day of the period to which the reinstatement premium payment is applied.

Changes: No agent has authority to change or waive any part of this policy. To be valid, any changes or waiver must be in writing, approved by one of our officers and made a part of this policy.

Not in Lieu of Workers' Compensation: This Group Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

Assignment. The group policy is non-assignable. The Insured Person may not assign any of the policyholder rights, privileges or benefits under the group policy.

INCORPORATION PROVISION

The provisions of the attached Certificate and all amendments to this Group Policy after its effective date are incorporated into and made part of this Group Policy.

The provisions listed below are shown in the Certificate and are hereby incorporated into and made a part of this Group Policy.

Schedule
Definitions
Effective Date of Coverage
General Provisions
Coverage Descriptions
Exclusions

BY-LAWS
of

NATIONAL EMPLOYERS ASSOCIATION

ARTICLE I
MEMBERSHIP

Section 1. Membership Fees. Any person, otherwise eligible, may become a member of the corporation upon approval of his application for membership, in such form as may be determined by the Directors, and the payment of a membership fee of \$1.00.

Section 2. Annual Dues. The annual dues payable by each member shall be determined from year to year by the Board of Directors and in the aggregate shall be such amount as is needed to cover the actual operating expenses of the association.

Section 3. Meeting Place. All meetings of the members shall be held at the principal office of the corporation at Yankton, South Dakota, unless the Board of Directors shall by resolution designate a different place therefor.

Section 4. Annual Meeting. The annual meeting of the members shall be held on the 1st Monday in October, in each year, at the hour of 10:00 o'clock A.M., when the members entitled to vote thereon shall elect directors and transact such other business as may be brought before the meeting whether or not the notice of such meeting shall have contained a reference thereto.

Section 5. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, or in his absence by any Vice-President, or by a majority of the Board of Directors, and shall be called at any time by the

members thereof. Said directors shall be divided into three classes with one director in the first class, two in the second class, and two in the third class, each of whom shall be individually elected by a plurality vote as provided in the Articles of Incorporation.

Section 2. Number. The number of directors may at any time be increased to a number not exceeding thirteen or decreased to a number not less than five by a vote of the majority of the members entitled to vote at any annual or special meeting, if the notice of such meeting contained a notice of the proposed increase or decrease. In case of any increase or decrease in the number of directors each class shall be respectively increased or decreased so that after any such increase or decrease each class shall consist as nearly as possible of one third of the number of the whole Board of Directors. In the case of any such increase the members at any annual or special meeting shall have power to elect such additional directors to hold office for the term of the class to which they shall be added, and until their successors are elected and qualified.

Section 3. Meetings. Regular meetings of the Board of Directors shall be held immediately following the annual members meetings and quarterly thereafter on the 1st Monday of each third month. No notice shall be required for such regular meetings.

Special meetings of the directors may be called at any time by order of the President or by a majority of the directors. Notice of such meeting may be given orally or in writing.

Section 4. Quorum. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of all business and every de-

President or Vice-President, or the Secretary or the Treasurer, upon the request of thirty (30) per cent of the members entitled to vote at such meeting.

Section 6. Notice. Notice in writing of any meeting shall be sent to each member by mailing the same, postage prepaid, at least seven days prior to the meeting, addressed to the members at their respective addresses as recorded upon the books of the association. Such notice shall state whether it is an annual or special meeting and shall state the place, day and hour of the meeting.

Section 7. Quorum. Twenty members, present in person or represented by proxy, shall constitute a quorum for all purposes unless the representation of a larger member shall be required by law.

Section 8. Voting. Each member shall be entitled to one vote at all meetings, and shall be entitled to vote in person or by proxy, appointed by an instrument in writing in form prescribed by the Board of Directors, subscribed by such member and filed with the secretary.

ARTICLE II.

DIRECTORS

Section 1. Membership of the Board. The management of all the affairs, property, and business of the corporation, including the power to negotiate contracts for insurance programs on behalf of the members and such other social, study or discussion programs as may be deemed advisable or expedient and for the benefit of both employers and employees, borrow money for and on behalf of the corporation, and to execute the necessary instruments evidencing and securing any indebtedness of the corporation, shall be vested in a Board of Directors, consisting of five directors who shall be

cision of a majority of the directors when duly assembled is valid as a corporate act.

Section 5. Vacancy. If the office of any director becomes vacant by reason of death, resignation, or otherwise, the remaining directors shall select a successor, or successors, who shall hold office until the next annual election and a successor or successors duly elected and qualified.

Section 6. Compensation. For their services, the Board of Directors may by resolution provide that a fixed sum and expenses of attending, if any, be allowed for attendance at each regular or special meeting of the board.

Section 7. Powers. In addition to the powers and authorities by these by-laws expressly conferred upon it, the Board of Directors may exercise all such powers of the Corporation and do all such things as are not by statute required to be exercised or done by the members.

ARTICLE III

OFFICERS AND THEIR DUTIES

Section 1. Officers. Until the election of directors by the members the directors named in the Articles of Incorporation shall organize by the election of officers as provided in Section 2.

Section 2. Election and appointment. Immediately after their election, the directors must organize by the election of the officers of the corporation who shall be a President, a Chairman of the Board of Directors, a Vice-President, a Secretary and a Treasurer, who shall hold office for one year and until their successors are elected or appointed. One person may be chosen and appointed to hold one or more offices.

The Board of Directors may appoint such other officers or committees as it shall deem necessary, who shall hold their office for the terms and exercise such powers and perform

such duties as shall be determined from time to time by the Board.

Section 3. President. The President shall be the chief executive officer of the corporation and shall preside at all meetings of the members and, in the absence of the Chairman of the Board, shall preside at meetings of the Board of Directors. He shall sign all certificates of membership, contracts and other instruments executed in behalf of the corporation and affix the seal of the corporation thereto; and shall generally exercise such powers and perform such duties as the Board may prescribe or are usually vested in the office of president of a corporation. In the absence of the Chairman of the Board he shall exercise all the powers and discharge all the duties of that office.

Section 4. Chairman of the Board. The Chairman of the Board of Directors shall be the executive officer of the corporation ranking next below the President, and in the absence or inability to act of the President he shall perform all the duties of that office, subject, however, to the control of the Board of Directors. He shall preside at all meetings of the Board of Directors; perform all duties delegated to him by the Board; and shall have all the powers of a Vice-President, including the power to sign all obligations, agreement, or other documents requiring execution by the Corporation and affix the seal of the corporation thereto.

Section 5. Vice-President. The Vice-President, in the absence or inability to act of the President, is vested with all the powers and shall perform all the duties of the President and shall perform such other duties as the Board of Directors shall prescribe.

Section 6. Secretary. The Secretary shall attend all meetings of the members and of the Board of Directors, and

keep a detailed record of all votes and business transacted thereat in a book belonging to the corporation to be kept for that purpose. He shall countersign all Certificates of Membership, promissory notes and other obligations of the corporation and attest all deeds of real property. He shall conduct the correspondence of the corporation and shall give notice of all meetings of the members and of the Board of Directors. He shall have the custody of the corporate seal and attach the same to any instrument requiring the seal of the corporation. He shall perform such other duties as the Board of Directors may prescribe or as may be imposed upon him by law, and in the performance of any of his duties shall be guided by the majority opinion of the Board of Directors.

Section 7. Treasurer. The Treasurer shall have the custody of the corporate funds and securities, and shall keep a full and accurate account of receipts and disbursements in a book belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depository as may be designated by the Board of Directors.

He shall collect all fees and other accounts due the corporation and pay all bills on such approval as may be directed by the Board of Directors, and shall render an account of the financial condition of the corporation at each annual meeting and whenever requested to do so by the Board of Directors.

Section 8. Absence. In the absence or inability to act of an officer of the corporation and of any person herein authorized to act in his place, the Board of Directors may from time to time delegate the powers or duties of such officer

to any other officer, or any director or other person whom it may select.

Section 9, Vacancies. Vacancies in any office arising from any cause may be filled by the directors at any regular or special meeting.

ARTICLE IV

MEMBERSHIP CERTIFICATES

Section 1. Certificates. Upon approval of an application for membership there shall be issued a Certificate of Membership in such form, not inconsistent with the Articles of Incorporation, as shall be prepared or approved by the Board of Directors. The certificates shall be consecutively numbered, shall contain the name of the member, shall be signed by the President and Secretary, and the date of issue shall be entered upon the corporate books.

Section 2. Rights and Transfer. All membership rights shall be personal to the member, whether individual, partnership or corporation, and may not be transferred. Any member participating in any insurance or benefit program shall be subject to and governed by the underwriting requirements of the insurance or welfare association or company operating such program.

ARTICLE V

SEAL

Section 1. Form. The corporation shall have a common seal consisting of a circle and bearing the words, "National Employers Association, Corporate Seal, 1961, South Dakota".

ARTICLE VI

AMENDMENT

Section 1. By the Directors. The Board of Directors, by a majority vote thereof, shall have power to make, alter, amend, or repeal the By-Laws of the corporation at any regular or special meeting of the Board.

Section 2. By the Members. All By-Laws shall be subject to amendment, alteration, or repeal by the members entitled to vote at any annual meeting or at any special meeting, provided that notice of the proposed amendment, addition, alteration, or repeal be given in the notice of said meeting.

CERTIFICATE OF DIRECTORS

We, the undersigned, being a majority of the directors, and secretary of NATIONAL EMPLOYERS ASSOCIATION, the above named corporation, do hereby certify that the foregoing original code of by-laws was duly adopted as the by-laws of said corporation on the 16th day of August, 1961, at a meeting of the members thereof, held for that purpose; and that said code of by-laws constitutes and is the code of by-laws of said corporation.

Dated this 16th day of August, 1961.

Walter H. Johnston

Frank H. Lynch

Donald D. Egan

David M. Thompson

William S. Johnson
Directors

Attest:

Walter H. Johnston
Secretary

(Corporate Seal)

ARTICLES OF DOMESTICATION

AZ CORPORATION COMMISSION
FILED

OF A NON-TAX-EXEMPT

MAR 24 2006

NONPROFIT CORPORATION

FILE NO. 126847714

NATIONAL EMPLOYERS ASSOCIATION

1. Name.

The name of the Corporation is NATIONAL EMPLOYERS ASSOCIATION.

2. Original Incorporation.

The Corporation was originally incorporated in the State of South Dakota and the date of its incorporation in that state was July 25, 1961

3. Documents Furnished.

The official in charge of corporate filings in the jurisdiction in which the Corporation was previously incorporated will be provided with a copy of the Articles of Domestication filed in the State of Arizona.

4. Purpose.

The purpose for which the corporation is organized to engage in any or all lawful activities for which nonprofit corporations may be incorporated under the laws of Arizona, as they may be amended from time to time.

5. Character of Affairs

The Character of Affairs of the corporation will be as follows:

The objects and purposes for which the corporation is formed are:

- (a) To promote and develop better relations between employers and employees
- (b) To help promote and perpetuate a better understanding between employers and employees for the mutual benefit of both.

(c) To help increase the productivity of all employees by education, social contact between employers and employees, and by the general discussion of the problems relating to both and to offer solutions.

6. Board of Directors.

The board of directors currently consist of four (4) director(s). The name(s) and address(es) of the person(s) who is(are) to serve as the director(s) until the first annual meeting of the members, if a member corporation, or Board of Directors, if the corporation has no members, or until his(her)(their) successor(s) is(are) elected and qualifies is(are):

Susan Molinsky, 15575 N. 79th Pl., #100, Scottsdale, AZ 85260
Scott Behlendorf, 15575 N. 79th Pl., #100, Scottsdale, AZ 85260
Gary Michael Kleingartner, 15575 N. 79th Pl., #100, Scottsdale, AZ 85260
Marc Malin, 41820 N. Spur Cross Rd., Cave Creek, AZ 85331

The number of persons to serve on the board of directors thereafter shall be fixed by the Bylaws.

7. Known Place of Business in Arizona

The street address of the known place of business of the Corporation is:

8. Statutory Agent. (In Arizona)
The street address of the known place of business of the Corporation is:
Marc Malin, 41820 N. Spur Cross Rd., Cave Creek, AZ 85331

9. Members (Check One)

The corporation will have members.

10. Adoption.

These Articles of Domestication have been adopted in accordance with A.R.S. § 10-3221. They were adopted by the Board of Directors on March 15, 2006 and by the members, if the corporation has members, on March 15, 2006

11. Acceptance of State Laws.

Upon transfer of domicile of the Corporation to Arizona, the Corporation accepts and will be subject to the laws of Arizona.

12. Shares.

All issued shares have been converted and designated as membership interests in the corporation. Hereafter, the corporation shall not have, nor issue shares.

DATED this 15th day of MARCH, 2006

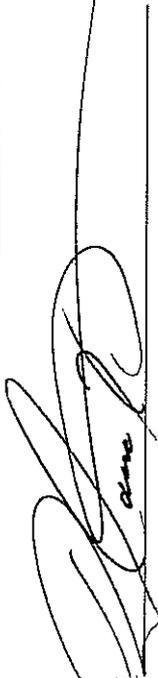
NATIONAL EMPLOYERS ASSOCIATION

By 
Marc Malin, Authorized Officer/Director

Pursuant to A.R.S. § 10-3223, these Articles of Domestication are accompanied a Certificate of Disclosure, and a Certificate of Good Standing duly authenticated by the official having custody of the corporate records in the jurisdiction in which the corporation was originally incorporated.

Acceptance of Appointment
By Statutory Agent

The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 15th day of MARCH, 2006

Signed 

MARC K. MALIN
[Print Name Here]

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

A special meeting of the Board of Directors and Shareholders of the NATIONAL EMPLOYERS ASSOCIATION, an Arizona Corporation, was held on the 15th of March 2006 at 41820 N. Spur Cross Rd., Cave Creek, AZ 85331, pursuant to a Waiver of Notice of that meeting.

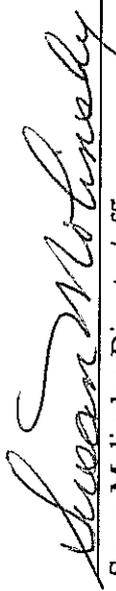
Susan Molinsky, Scott Behlendorf, Gary Michael Kleingartner, and Marc Malin, being the directors, officers, and members of the Corporation was present. Marc Malin acted as the chairman of the meeting and Marc Malin acted as the secretary and recorded the minutes. The chairman confirmed that a quorum of shareholders and a quorum of directors were present.

The following matters were discussed and acted on at this meeting:

1. **FILING ARTICLES OF DOMESTICATION:** The filing of articles of domestication in the State of Arizona was discussed, after which and upon motion duly made, seconded, and unanimously carried, it was.

RESOLVED: The Directors, officers, and members to approve and authorize the filing of articles of domestication in the state of Arizona. The Directors, officers, and members, further authorized and directed Marc Malin to execute the articles and any and all other documents necessary to initiate and complete this filing.

There being no further business, a motion was made to adjourn the meeting, seconded, and unanimously approved


Susan Molinsky, Director/officer


Scott Behlendorf, Director/officer


Gary Michael Kleingartner, Director/officer


Marc Malin, Director/officer

**WAIVER OF NOTICE OF SPECIAL MEETING OF THE SHAREHOLDERS AND
BOARD OF DIRECTORS**

We, the undersigned, all the Members of NATIONAL EMPLOYERS ASSOCIATION ("the Corporation"), hereby agree that a special meeting of the Shareholders and Board of Directors to be held on the date and time and at the place designated below, and we waive all notice whatsoever of such meeting and of any adjournments thereof.

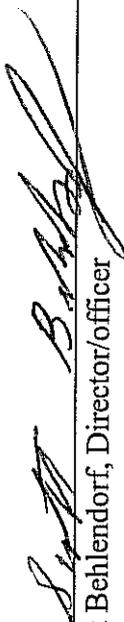
We further agree that any and all lawful business may be transacted at such meeting or at any adjournments thereof as may be deemed advisable by the Directors present thereat. Any business transacted at such meeting or adjourned meeting shall be as valid and legal and of the same force and effect as if such meeting or adjourned meeting were held after notice.

Place of Meeting: 41820 N. Spur Cross Rd., Cave Creek, AZ 85331
Date of Meeting: March 15, 2006
Time of Meeting: 3:30 p.m.
Purpose of Meeting: To discuss the filing of Articles of Domestication.

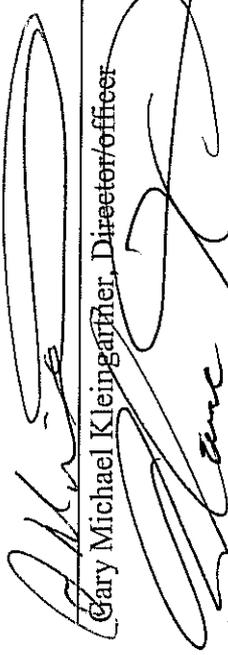
DATED this 15th day of MARCH, 2006



Susan Molinsky, Director/officer



Scott Behlendorf, Director/officer



Gary Michael Kleingartner, Director/officer



Marc Malin, Director/officer

State of South Dakota



COPY

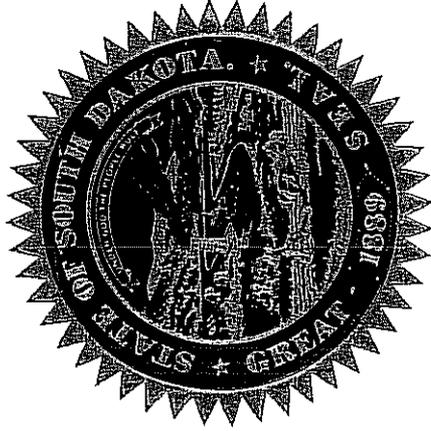
OFFICE OF THE SECRETARY OF STATE

Certificate of Good Standing Domestic NonProfit Corporation

ORGANIZATIONAL ID #: NS000412

I, **Chris Nelson**, Secretary of State of the State of South Dakota, do hereby certify that **NATIONAL EMPLOYERS ASSOCIATION** was duly incorporated under the laws of this state on **July 25, 1961**.

I, further certify that said corporation has complied with the laws of this State relative to the formation of corporations of its kind and is now a regularly and properly organized and existing corporation under the laws of this State and is in good standing, as shown by the records of this office. This certificate is not to be construed as an endorsement, recommendation or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 8, 2006.

Chris Nelson

Chris Nelson
Secretary of State

AFFIDAVIT OF PUBLICATION
for Corporation Commission

ARIZONA CAPITOL TIMES

P.O. Box 2260 Phoenix, AZ 85002
Phone: (602) 258-7026 Fax: (602) 258-2504

STATE OF ARIZONA)
County of Maricopa) ss

I, Ginger Lamb as Vice President and Publisher of the Arizona Capitol Times, am authorized as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Arizona Capitol Times is a newspaper which is published weekly, is of general circulation and is in compliance with Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. The notice will be/has been published 3 consecutive times in the newspaper listed above.

DATES OF PUBLICATION:
04/21/2006, 04/28/2006, 05/05/2006

THE NAME OF THE CORPORATION: NATIONAL EMPLOYERS ASSOCIATION

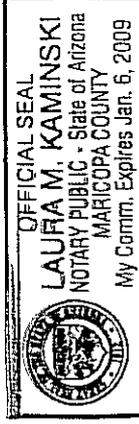
CORPORATE FILE NUMBER: 1268477-4

TYPE OF DOCUMENT: ARTICLES OF DOMESTICATION OF A NON-TAX-EXEMPT NONPROFIT CORPORATION

AUTHORIZED SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME
ON THE 5th day of May, 2006

NOTARY SIGNATURE: _____



RECEIVED
MAY 08 2006

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

NATIONAL EMPLOYERS
ASSOCIATION

ARTICLES OF DOMESTICATION OF A NON-TAX-EXEMPT NONPROFIT CORPORATION NATIONAL EMPLOYERS ASSOCIATION

1. Name. The name of the Corporation is NATIONAL EMPLOYERS ASSOCIATION.
 2. Original Incorporation. The Corporation was originally incorporated in the State of South Dakota and the date of its incorporation in that state was July 25, 1961.
 3. Documents Fulfilled. The official in charge of corporate filings in the jurisdiction in which the Corporation was previously incorporated will be provided with a certified copy of the Articles of Domestication filed in the State of Arizona.
 4. Purpose. The purpose for which the corporation is organized to engage in any or all lawful business for which nonprofit corporations may be incorporated under the laws of Arizona, as they may be amended from time to time.
 5. Character of Affairs. The Character of Affairs of the corporation will be as follows: The objects and purposes for which the corporation is formed are: (a) To promote and develop better relations between employers and employees, (b) To help promote and perpetuate a better understanding between employers and employees for the mutual benefit of both, (c) To help increase the productivity of all employees by education, social contact between employers and employees, and by the general discussion of the problems relating to both and to offer solutions.
 6. Board of Directors. The board of directors currently consists of four (4) director(s). The name(s) and address(es) of the person(s) who is(are) to serve as the director(s) until the first annual meeting of the members, if a member corporation, or Board of Directors, if the corporation has no members, or until his(her)(their) successor(s) is(are) elected and qualified is(are): Susan Molinsky, 15575 N. 79th Pl., #100, Scottsdale, AZ 85260; Scott Bellemorfi, 15575 N. 79th Pl., #100, Scottsdale, AZ 85260; Gary Michael Kleingartner, 15575 N. 79th Pl., #100, Scottsdale, AZ 85260; Marc Mallin, 41820 N. Spur Cross Rd., Cave Creek, AZ 85331. The number of persons to serve on the board of directors hereafter shall be fixed by the Bylaws.
 7. Known Place of Business in Arizona. The street address of the known place of business of the Corporation is: (blank).
 8. Statutory Agent. (In Arizona) The street address of the known place of business of the Corporation is: Marc Mallin, 41820 N. Spur Cross Rd., Cave Creek, AZ 85331.
 9. Members (Check One) The corporation will have members.
 10. Adoption. These Articles of Domestication have been adopted in accordance with A.R.S. §10-3221. They were adopted by the Board of Directors on March 15, 2006 and by the members, if the corporation has members, on March 15, 2006.
 12. Acceptance of State Laws. Upon transfer of domicile of the Corporation to Arizona, the Corporation accepts and will be subject to the laws of Arizona.
 13. Shares. All issued shares have been converted and designated as membership interests in the corporation. Hereafter, the corporation shall not have, nor issue shares.
- DATED this 15th day of March, 2006. NATIONAL EMPLOYERS ASSOCIATION, By: /s/ Marc Mallin, Authorized Officer/Director Pursuant to A.R.S. §10-3223, these Articles of Domestication are accompanied a Certificate of Disclosure, and a certificate of Good Standing duly authenticated by the official having custody of the corporate records in the jurisdiction in which the corporation was originally incorporated. Acceptance of Appointment By Statutory Agent. The undersigned hereby acknowledges and accepts the appointment as statutory agent of the above-named corporation effective this 15th day of March, 2006. Signed /s/ Marc K. Mallin.



State of Missouri . . . Office of Secretary of State

ROY D. BLUNT, Secretary of State
CORPORATION DIVISION

Articles of Incorporation
of a
General Not For Profit Corporation AND CERTIFICATE OF INCORPORATION ISSUED

Filing Fee \$10.00

AND CERTIFICATE OF INCORPORATION ISSUED

APR 24 1987

Roy D. Blunt

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

We the undersigned,

(Not less than three)

Table with 7 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include William F. White, D. C., Carol Ann Lee, and Susan Marie Slazinik.

being natural persons of the age of eighteen years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- 1. The name of the corporation is: ACUPUNCTURE INTERNATIONAL ASSOCIATION, INC.
2. The period of duration of the corporation is: Perpetual
3. The address of its initial Registered Office in the State of Missouri is: 2330 S. Brentwood Boulevard, St. Louis, Missouri 63144-2096
and the name of its initial Registered Agent at said Address is: George G. White, Sr.

4. The first Board of Directors shall be three in number, their names and addresses being as follows:

Table with 7 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include William F. White, D. C., Carol Ann Lee, and Susan Marie Slazinik.

5. The purpose or purposes for which the corporation is organized are: To coordinate, manage, schedule and arrange educational meetings, tours, seminars, conventions, etc. concerning Acupuncture and natural healing methods for members of the healing arts and the general public. To promote good health and healing.

To exercise any and all and every power which a non-profit corporation may do under the laws of the State of Missouri.

In the event of dissolution, the corporation, after payment of or making provision for the payment of all the liabilities of the corporation, shall dispose of all the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for not-for-profit purposes as shall at the time qualify as an exempt organization or organizations under SECTION 501(C) (3) of the INTERNAL REVENUE CODE of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine.

(NOTE: Any special provision authorized or permitted by Statute to be contained in the Articles of Incorporation may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

William F. White, Jr.
Carol Ann Lee
Susan Marie Slazinik } Incorporators

FILED AND CERTIFICATE OF INCORPORATION ISSUED

VERIFICATION

APR 24 1987

STATE OF MISSOURI
County of ST. LOUIS

ss.

George G. White

I, GEORGE G. WHITE, JR. a Notary Public,

do hereby certify that on the 20th day of April, 19 87,

William F. White, D. C.

Type or Print (Names of Incorporators)

Carol Ann Lee

Susan Marie Slazinik

personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

NOTARIAL SEAL

George G. White
Notary Public
George G. White

My commission expires: August 4, 1989

Attorney At Law
2330 S. BRENTWOOD BLVD.
ST. LOUIS, MISSOURI 63144-2096



State of Missouri

Rebecca McDowell Cook, Secretary of State
P. O. Box 778, Jefferson City, MO 65102

CORPORATION AND CERTIFICATE
ISSUED

Articles of Amendment for a Nonprofit Corporation

APR 21 2000

(Submit in duplicate with filing fee of \$10.00)

Rebecca McDowell Cook
SECRETARY OF STATE

The undersigned corporation, for the purpose amending its articles of incorporation, hereby executes the following articles of amendment:

(1) The name of corporation is: Acupuncture International Association, Inc

(2) The text of the amendment(s) and the date(s) of adoption are as follows:

Article number One is amended to read as follows:

The name of the corporation is:

United Consumer Awareness Association

Adopted 3-30-00

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): See Attached

(4) If approval by members was required, check here and provide the following information: _____

A. Number of memberships outstanding: _____

B. Complete either i or ii.

i. Number of votes for and against the amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In affirmation of the facts stated above,

Yann Bouter
(Authorized signature of officer or chairman of the board)

Vice President
(Title)

4/20/00
(Date of signature)

Article number Five (5) is amended to read as follows:

The purpose or purposes for which the corporation is organized are:

To provide information, education, products and services which would improve consumer awareness to United Consumer Awareness Association members.
To enrich the lives of its members by providing products and services at a discount, as well as any other activity permitted under the Missouri Not-For-Profit Corporation Act.

Adopted: 3/30/00

FILED AND CERTIFICATE
ISSUED
APR 21 2000

Rebecca McDowell Cook
SECRETARY OF STATE

**AMENDED BYLAWS
OF
UNITED CONSUMER AWARENESS ASSOCIATION**

**ARTICLE 1.
PURPOSES AND POWERS**

1.01 Purposes. The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation, including but not limited to, being operated for educational purposes including, for such purposes, (a) to provide information, education, products and services to its members and (b) to improve consumer awareness and to enrich the lives of its members by providing products and services at a discount.

1.02 Powers. The corporation shall possess all powers which a corporation may have that is organized under the Missouri Not-for-Profit Corporation Act, as the same from time to time may be amended.

1.03 Bylaws. These bylaws shall govern and control the internal corporate affairs of the corporation and guide the officers, directors and members of the corporation in their efforts to promote the business and objectives of the corporation.

**ARTICLE 2.
PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT**

2.01 Principal Office. The principal office in the State of Missouri shall be at such place as the board of directors may from time to time designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the State of Missouri as the board of directors may from time to time designate or the business of the corporation requires.

2.02 Registered Office. The corporation shall have and continuously maintain in Missouri a registered office which may be, but need not be, the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the corporation. Such office will be continuously maintained within Missouri for the duration of the corporation. The board of directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Office of the Secretary of State.

2.03 Registered Agent. The corporation shall have and continuously maintain in Missouri a registered agent, which agent may be an individual resident in Missouri whose business office is identical with such registered office, or a domestic corporation, whether for profit or not for profit, or a foreign corporation for profit or not for profit, authorized to transact business or to conduct its affairs in Missouri which has a business office identical with such registered office.

2.04 Change of Registered Office or Agent. The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement setting forth such change. The change shall be authorized by the board of

directors or by an officer so authorized by the board of directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

2.05 Resignation of Registered Agent. Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the Principal Office of the corporation and directed to the attention of the secretary of the corporation. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31st) day after the date on which the statement is filed.

ARTICLE 3. MEMBERS

3.01 Qualification. The Association shall have one or more classes of members. Membership in the corporation shall be open to any individual consumer eighteen (18) years of age or older or any entity that subscribes to the purposes of the corporation. Members shall have a shared or common interest of having a need for the education, benefits and/or services offered through the Association and shall adhere to the principles and objectives of the Association. The spouse and/or dependents of an active member may also be eligible for optional family membership benefits through the active member. The definition of "dependents" shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

3.02 Application and Admission. Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require. Each application shall be accompanied by an application or enrollment fee and monthly dues in an amount determined by the board of directors. A refund policy shall also be determined by the board of directors in accordance with these bylaws and any applicable law.

3.03 Classes of Members. The designation of such class or classes of members shall be determined by the board of directors and may include but not be limited to, (a) Individual Members, (b) Self-Employed Independent Contractor Members, (c) Corporate Sponsoring Members and their eligible employees, (d) Franchisee Sponsoring Members and their eligible employees, (e) Affiliated Association Sponsoring Members and their eligible members, and (f) Affinity Marketing Group Sponsoring Members and their eligible members.

Divisions within each class or classes of members and benefit package levels for each member may also be determined by the board of directors. The qualifications, rights and benefit package levels of each class of members or division of members may be changed at any time by the board of directors.

3.04 Active Member. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the board of directors.

3.05 Certificates or Cards Evidencing Membership. The board of directors by duly adopted resolution may, but is not required, to provide for the issuance of certificates or cards evidencing membership in the corporation. Such certificates or cards may be signed by the president, vice-president or executive director and by the secretary or an assistant secretary. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.

3.06 Voting Rights. Each member of each class shall have voting rights and shall be entitled to one vote unless limited by the board of directors in accordance with the provisions of these bylaws. Sponsoring Members shall not have voting rights.

3.07 Termination of Membership. Membership in the corporation terminates upon the death of a member. A member shall also be automatically ineligible for membership and loses all privileges, rights and benefits of the corporation when the member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the date such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

3.08 Resignation. Any member personally or through his duly authorized attorney-in-fact may resign by filing a written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

3.09 Reinstatement. Upon written request signed by a former member and filed with the corporation, the board of directors may reinstate such former member to membership in the corporation upon such terms as the board of directors may deem appropriate.

3.10 Transfer of Membership. Membership in the corporation is not transferable or assignable.

3.11 Dues. The board of directors shall from time to time determine the enrollment or application fee, if any, and the amount of dues payable to the corporation by its members, classes of members or divisions of members. The board of directors may waive any enrollment fees or dues for members, particularly for those who are part of a group where a sponsor of the group pays a stated fee on behalf of all group members.

3.12 Payment of Dues. Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine. The Association reserves the right to change the membership dues or fees after 30 days notice in writing or by email to the Member. A person may only enroll in one membership in the Association.

3.13 Liability of Members. The members shall not have ownership rights in the corporation and shall not be personally liable for the debts, liabilities or obligations of the corporation.

ARTICLE 4. MEETINGS OF MEMBERS

4.01 Place of Meetings. Meetings of members shall be held at the time and place, within or outside of the State of Missouri, stated in the notice of the meeting or in a waiver of notice.

4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61st day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

4.03 Special Meetings. Special meetings of the members of the corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

4.04 Notice of Meetings. Notice of an annual meeting is not required. The corporation may, however, provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10th day and not earlier than the 60th day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted. If there are more than 1,000 members at the time a meeting is scheduled or called, notice may be given by publication in any newspaper of general circulation in the community in which the principal office of the corporation is located.

4.05 Quorum. The members of the corporation holding one tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the

votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

4.06 Voting Of Members. Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged or denied by the articles or the bylaws.

4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing at anytime by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the corporation receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which it is to be used.

4.08 Meetings by Communications Equipment. Members may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.09 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

ARTICLE 5. DIRECTORS

5.01 Management by Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

5.02 Number, Term; Election. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority vote of

the Board of Directors, which may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by plurality vote. Each director elected shall hold office for the term for which elected until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

5.03 Qualifications of Directors. The qualification for becoming and remaining a Director of the corporation are as follows:

- (a) directors must be residents of any state in the United States or the District of Columbia;
- (b) directors must be members of the corporation;
- (c) proposed directors must be nominated by existing directors; and
- (d) directors must attend at least seventy-five (75%) percent of the annual and special meetings of the board of directors.

5.04 Change in Number. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director. Any directorship required to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

5.05 Removal; Resignation. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

5.06 Vacancies. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

5.07. First Meetings. The first meeting of a newly elected Board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the Directors then elected and serving.

5.08 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.09 Special Meetings. Special meetings of the Board of Directors may be called by

the President on three days' notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.10 Quorum; Majority Vote. At meetings of the board of directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire board of directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The board of directors shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

5.11 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the board of directors or any other committee of the board of directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the board of directors as the case may be, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

5.12 Participation in Meetings by Use of Communications Equipment. Any Director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.13 Compensation. By resolution of the board of directors, the directors may be paid their reasonable expenses (i.e. travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.

5.14 Minutes. The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the corporation.

5.15 Conflicts of Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Director at the

meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.

ARTICLE 6. OFFICERS

6.01 Officers. The officers of the corporation shall be a president and a secretary and may include an executive vice-president as well as one or more vice-presidents (the number to be determined by the board of directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform such duties in the management of the corporation as prescribed from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person, except for the offices of president and secretary.

6.02 Officers to be Active Members. Any person serving as an officer of the corporation must be a member of the corporation.

6.03 Election and Term of Office. The officers of the corporation shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.

6.05 President. The president will be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the business affairs of the corporation. The president will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the corporation subject only to such bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the board of directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the board of directors. The president shall present a report at each annual meeting of the board of directors covering the operations of the corporation

during the preceding fiscal year.

6.06 Executive Vice-President. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

6.07 Vice-President. In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president. A vice president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

6.08 Treasurer. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for monies received by the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the board of directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the corporation. All of the duties, responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant treasurer shall retain ultimate responsibility for such functions.

6.09 Secretary. The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records of the corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.

6.10 Executive Director. An executive director of the corporation may be appointed at such time as the board of directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the board of directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the Articles of Incorporation, these by-laws, corporate policies and procedures, and the general and specific assignments given to him by the board of directors. The functions of the executive director shall include, but not be limited to, the following:

a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;

b. coordination and implementation of planning activities according to an approved work program;

c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;

d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and

e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

6.11 Removal of Officers. Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interests of this corporation would be served. Such removal will be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.

6.12 Resignation of Officer. Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

6.13 Compensation. The compensation of officers of the corporation, if any, shall be determined from time to time by the board of directors.

ARTICLE 7. COMMITTEES

7.01 Establishment of Committees. The board of directors, by resolution duly adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

7.02 Executive Committee. The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such are determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the corporation as can

only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

7.03 Benefits Review Committee. The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the corporation and at least two (2) other persons who are selected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the corporation to do so. A majority of all the members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

7.04 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the corporation will be served by such removal. At least one member of each committee shall be a director of the corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers and members of such a committee, to fill vacancies and to discharge any member of such a committee.

7.05 Term of Office. Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for re-appointment.

7.06 Chairman. One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these bylaws.

7.07 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

7.08 Quorum. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE 8.
CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 Contracts. The board of directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

8.02 Checks, Drafts and Other Orders for Payment. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

8.03 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

8.04 Gifts. The board of directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

8.05 Loans. The corporation may, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the corporation is reasonably able to repay.

ARTICLE 9.
INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.01 Indemnification of Directors and Officers. Except as otherwise expressly provided by law or these bylaws, each director or officer, whether or not then in office, shall be indemnified by the Corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being or having been a director or officer of the Corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

9.02 Power to Indemnify. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the corporation's best interests, and in all other cases, that his conduct was at least not opposed to the corporation's best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.

9.03 Limitations. If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section

9.01 (a) is limited to reasonable expenses (which shall not include a judgment, a penalty, a fine or tax) actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) willful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation..

9.04 Proceeding. "Proceeding" means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitrative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.

9.05 Expenses. "Expenses" includes court costs, a judgment (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys' fees that are reasonable and actually incurred by the person in connection with a proceeding.

9.06 Determination of Indemnification. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:

1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

9.07 Mandatory Indemnification. The corporation shall indemnify a director or officer against reasonable expenses actually incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director or officer if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

9.08 Advancement of Reasonable Expenses. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification

of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

9.09 Payment as Witness. The corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other participation in a proceeding by or against the corporation at a time when he is not a named defendant or respondent in the proceeding.

9.10 Insurance. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the corporation to procure or maintain any kind of other arrangement, the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

9.11 Exclusions. No indemnification by the corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by one director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, (e) any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (h) any act committed by a director or officer prior to taking office.

9.12 Notice. A director or officer shall, as a condition precedent to indemnification hereunder, give written notice to the corporation as soon as practicable of any claim made against him. The director or officer shall promptly forward to the corporation any demand, notice or summons received by the director or officer. Notice given by or on behalf of the director or officer to any authorized representative of the corporation, with particulars sufficient to identify the director or officer, shall be deemed notice to the corporation.

9.13 Jurisdiction. The indemnification hereunder only applies to acts committed by and suits brought against a director or officer in the United States of America, its territories or possessions or Canada.

9.14 Cooperation. The director or officer shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director or officer shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director

or officer shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

9.15 Liability. No action shall lie against the corporation unless, as a condition precedent thereto, the director or officer shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the obligation to pay shall have been finally determined either by judgment against the director or officer after actual trial, arbitration determination, or by written agreement of the director or officer and the claimant subject to the prior written consent of the corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the corporation be interpleaded by the director or officer or their legal representative.

9.16 Subrogation. In the event of any payment under this article, the corporation shall be subrogated to all the director's or officer's rights of recovery therefore against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director or officer, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.

9.17 Effect of Amendment. No amendment, modification or repeal of the articles on indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director or officer of the corporation, nor the obligation of the corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

9.18 Surety Bond. Such officers and agents of the corporation as the president, board of directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the corporation and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, board of directors or the executive committee may determine. The premiums on such surety bonds shall be paid by the corporation and the bonds so furnished shall be in the custody of the secretary of the corporation.

ARTICLE 10. PROHIBITED ACTS

10.01 Dividends Prohibited. A dividend may not be paid to, and no part of the income of the corporation may be distributed to, the corporation's members, directors or officers.

10.02 Authorized Benefits and Distributions. The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered

and may confer benefits on its members in conformity with the corporation's purposes.

10.03 Loans To Directors Prohibited. No loans shall be made by the corporation to its directors.

ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS

11.01 Voluntary Dissolution. The corporation may dissolve and commence to wind up its affairs. The board of directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an annual or special meeting of members having voting rights. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of and claimant against the corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.

11.02 Application and Distribution of Assets. If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

ARTICLE 12. GENERAL PROVISIONS

12.01 Fiscal Year. The fiscal year of the corporation shall begin the first day of January and end on the last day of December in each year.

12.02 Seal. The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

12.03 Books and Records. The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of

directors and committees having any authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense of the member. However, since membership information of the corporation is a valuable and proprietary asset of the corporation, such information may not be given or sold to, or be copied by, any member or his agent or attorney. The corporation may be audited annually by certified public accountants selected by the board of directors.

12.04 Amendment of Articles of Incorporation. A proposed amendment to the articles of incorporation of the corporation shall be adopted at a annual or special meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast at which a quorum is present or a majority of the voting power, whichever is less. Except as prohibited by law, a proposed amendment to the articles of incorporation may also be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

12.05 Amendment of Bylaws. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

12.07 Governing Law. These bylaws shall be construed under and in accordance with the laws of the State of Missouri.

12.08 Construction. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

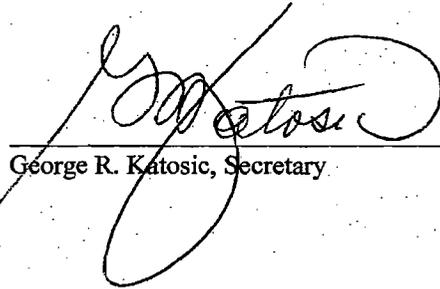
12.09 Counterparts. These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

12.10 Procedures. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these bylaws or by resolution of the board of directors.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted, approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaws of the Corporation.

Dated and Effective this 2nd day of January, 2007.



George R. Katosic, Secretary

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the **United Consumer Awareness Association** ("Association" or "Corporation"), a Missouri Non-Profit Corporation, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. AMENDED BYLAWS

RESOLVED, that the form of Amended Bylaws dated January 2, 2007 submitted to the undersigned be, and the same hereby are, in all respects, approved and adopted as the Bylaws of the Corporation, and the Secretary of the Corporation is instructed to certify and then insert the original thereof in the Corporate Record Book of the Corporation.

II. CREATION OF INDIVIDUAL MEMBERSHIP CATEGORY CLASS "N"

RESOLVED, that in accordance with the Bylaws, the Board of Directors hereby creates, within the Individual Membership Category of the Corporation, a Membership Class "N". In addition to the general membership qualifications for the Association, on the effective date of membership, a Class "N" Member shall also meet the following qualifications:

- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of your employment at the regular place of business of your employer or at a location to which you may be required to travel to perform the regular duties of your employment;
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing your occupational duties; and
- d. be an employee or sub-contractor of an authorized member company or entity of the HR Policy Association which is actively participating in the National Health Access ("NHA") Program, including but not limited to, Allstate, Avon, Edward Jones, EMC, Fed Ex West, Fed Ex System, Federal Mogul, The Gap, GE, IBM, Maersk and The Book People.

III. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

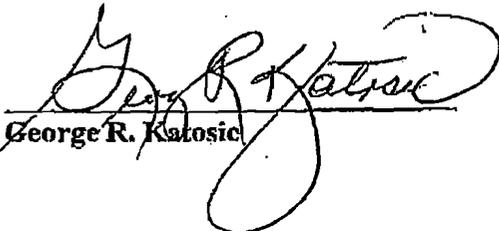
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts effective January 2, 2007.

Dated this 15th day of March, 2007.

DIRECTORS:

Thomas McCraw

Vernon Woelke



George R. Katosic

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the United Consumer Awareness Association ("Association" or "Corporation"), a Missouri Non-Profit Corporation, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

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- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of your employment at the regular place of business of your employer or at a location to which you may be required to travel to perform the regular duties of your employment;
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing your occupational duties; and
- d. be an employee or sub-contractor of an authorized member company or entity of the HR Policy Association which is actively participating in the National Health Access ("NHA") Program, including but not limited to, Allstate, Avon, Edward Jones, EMC, Fed Ex West, Fed Ex System, Federal Mogul, The Gap, GE, IBM, Maersk and The Book People.

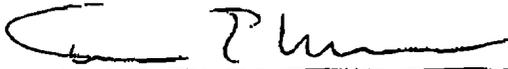
III. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts effective January 2, 2007.

Dated this 15th day of March, 2007.

DIRECTORS:



Thomas McCraw

Vernon Woelke

George R. Katosic

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the United Consumer Awareness Association ("Association" or "Corporation"), a Missouri Non-Profit Corporation, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. AMENDED BYLAWS

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- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of your employment at the regular place of business of your employer or at a location to which you may be required to travel to perform the regular duties of your employment;
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing your occupational duties; and
- d. be an employee or sub-contractor of an authorized member company or entity of the HR Policy Association which is actively participating in the National Health Access ("NHA") Program, including but not limited to, Allstate, Avon, Edward Jones, EMC, Fed Ex West, Fed Ex System, Federal Mogul, The Gap, GE, IBM, Maersk and The Book People.

III. AUTHORIZATION

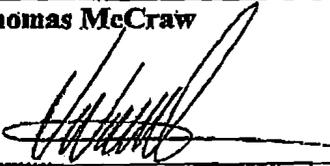
RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts effective January 2, 2007.

Dated this 15th day of March, 2007.

DIRECTORS:

Thomas McCraw



Vernon Woelke

George R. Katosic

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the **United Consumer Awareness Association** ("Association" or "Corporation"), a Missouri Non-Profit Corporation, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. AMENDED BYLAWS

RESOLVED, that the form of Amended Bylaws dated January 2, 2007 submitted to the undersigned be, and the same hereby are, in all respects, approved and adopted as the Bylaws of the Corporation, and the Secretary of the Corporation is instructed to certify and then insert the original thereof in the Corporate Record Book of the Corporation.

II. CREATION OF INDIVIDUAL MEMBERSHIP CATEGORY CLASS "N"

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- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of your employment at the regular place of business of your employer or at a location to which you may be required to travel to perform the regular duties of your employment;
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing your occupational duties; and
- d. be an employee or sub-contractor of an authorized member company or entity of the HR Policy Association which is actively participating in the National Health Access ("NHA") Program, including but not limited to, Allstate, Avon, Edward Jones, EMC, Fed Ex West, Fed Ex System, Federal Mogul, The Gap, GE, IBM, Maersk and The Book People.

III. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

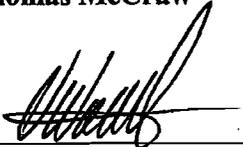
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts effective January 2, 2007.

Dated this 15th day of March, 2007.

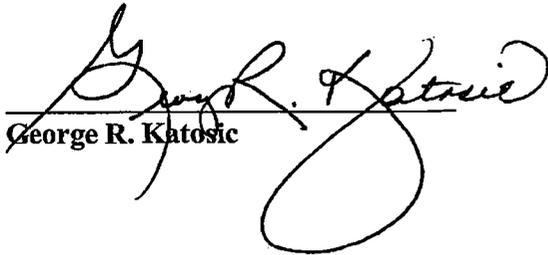
DIRECTORS:



Thomas McCraw



Vernon Woelke



George R. Katosic

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the **United Consumer Awareness Association** ("Association" or "Corporation"), a corporation formed and existing under the non-profit corporation laws of the State of Missouri, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. CREATION OF INSTITUTIONAL ENTITY MEMBERSHIP CATEGORY

RESOLVED, that in accordance with the Bylaws, the Board of Directors hereby creates, within the Individual Membership Category of the Corporation, an **Institutional Entity Membership Category**.

FURTHER RESOLVED, that the Board of Directors hereby creates under the above referenced Institutional Entity Membership Category a division designated as the **Professional Services Division**. Sub-divisions within the Professional Services Division may be established to identify or private label a specific institutional entity without any further board action. Members participating in the Institutional Membership Category or any Division or Sub-division thereof shall consist of (1) any individual W-2 employee of an institutional entity, or (2) any 1099 independent contractor or its employees sub-contracted to a specific or designated institutional entity. A designated institutional entity may, but is not required to, apply to become a "Sponsoring Member" of any category, division or sub-division but such Sponsoring Member shall not have voting rights.

Programs, services or benefit packages offered through membership in any category, division, or sub-division may vary or change at any time as determined by the officers of the Corporation.

FURTHER RESOLVED, that in addition to the general membership qualifications for the Association, on the effective date of membership, a person in this category, division or any sub-division shall also meet the following qualifications:

- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of employment at the regular place of business of the employer or at a location to which said person may be required to travel to

perform the regular duties of his or her employment; and

c. be engaged in full-time work, meaning spending at least 20 hours per week performing a person's occupational duties.

II. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts.

Dated this ___ day of _____, 2007.

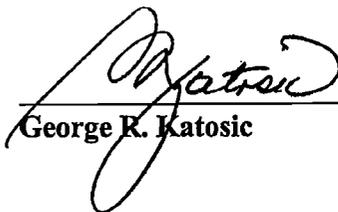
DIRECTORS:



Thomas McCraw



Vernon Woelke



George R. Katosic

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the **United Consumer Awareness Association** ("Association" or "Corporation"), a corporation formed and existing under the non-profit corporation laws of the State of Missouri, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. CREATION OF FRANCHISEE MEMBERSHIP CATEGORY

RESOLVED, that in accordance with the Bylaws, the Board of Directors hereby creates, within the Individual Membership Category of the Corporation, a **Franchisee Membership Category**.

FURTHER RESOLVED, that the Board of Directors hereby creates under the above referenced Franchisee Membership Category a division designated as the **Accommodation, Food Services & Drinking Places Division**. This Division may include any person whose primary business activity is one described in the Accommodation, Food Services & Drinking Places category of the North American Industry Classification System (NAICS) of the Internal Revenue Code. Sub-divisions within the Accommodation, Food Services & Drinking Places Division may be established to identify or private label a specific franchisee organization without any further board action. Members participating in the Franchisee Membership Category or any Division or Sub-division thereof shall consist of (1) any individual W-2 employee of a franchisee, or (2) any 1099 independent contractor or its employees sub-contracted to a specific or designated franchisee. A franchisor or franchisee organization may, but is not required to, apply to become a "Sponsoring Member" of any category, division or sub-division but such Sponsoring Member shall not have voting rights.

Programs, services or benefit packages offered through membership in any category, division, or sub-division may vary or change at any time as determined by the officers of the Corporation.

FURTHER RESOLVED, that in addition to the general membership qualifications for the Association, on the effective date of membership, a person in this category, division or any sub-division shall also meet the following qualifications:

- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of employment at the regular place of business of the employer or at a location to which said person may be required to travel to perform the regular duties of his or her employment; and
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing a person's occupational duties.

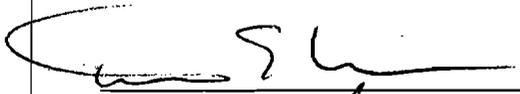
II. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts.

Dated this ___ day of _____, 2007.

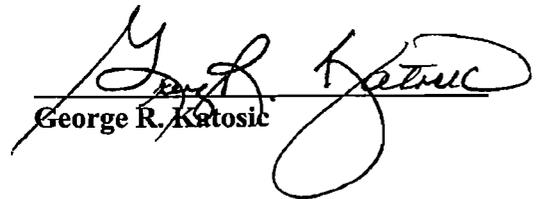
DIRECTORS:



Thomas McCraw



Vernon Woelke



George R. Katosic

**UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING OF
UNITED CONSUMER AWARENESS ASSOCIATION**

We, the undersigned, being all of the current members of the Board of Directors of the **United Consumer Awareness Association** (“Association” or “Corporation”), a corporation formed and existing under the non-profit corporation laws of the State of Missouri, waive all notice and all requirements for the calling and holding of a special meeting of the Board of Directors of the Corporation and do hereby severally and collectively consent to the adoption of the following resolution:

I. CREATION OF WHOLESALE BUYING CLUB CATEGORY

RESOLVED, that in accordance with the Bylaws, the Board of Directors hereby creates, within the Individual Membership Category of the Corporation, a **Wholesale Buying Club Category**.

FURTHER RESOLVED, that members participating in the Wholesale Buying Club Category shall consist any person who is a member of the Wholesale Buying Club and is also either (1) an individual W-2 employee, or (2) a 1099 independent contractor or self-employed person and/or their employees. A designated Wholesale Buying Club entity may, but is not required to, apply to become a “Sponsoring Member”, but such Sponsoring Member shall not have voting rights.

Programs, services or benefit packages offered through membership in any Wholesale Buying Club may vary or change at any time as determined by the officers of the Corporation.

FURTHER RESOLVED, that in addition to the general membership qualifications for the Association, on the effective date of membership, a person in this category shall also meet the following qualifications:

- a. be under age 65;
- b. be Actively at Work, defined as performing for a full normal workday the regular duties of employment at the regular place of business of the employer or at a location to which said person may be required to travel to perform the regular duties of his or her employment; and
- c. be engaged in full-time work, meaning spending at least 20 hours per week performing a person’s occupational duties.

II. AUTHORIZATION

RESOLVED FURTHER, that the proper officers of the Corporation are hereby authorized and directed to take or cause to be taken all such action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments in the name of and on behalf of the Corporation as in their judgment shall be necessary, desirable or advisable in order to carry out the intent of and to accomplish the purposes of the foregoing resolution.

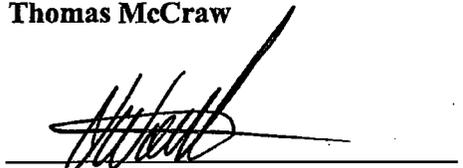
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of Special Meeting of the Board of Directors in one or more counterparts.

Dated this ____ day of _____, 2007.

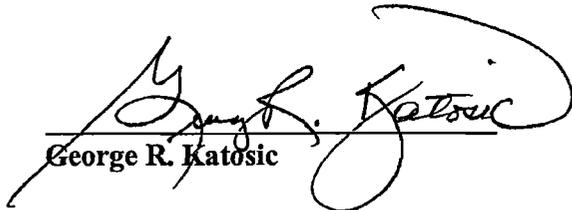
DIRECTORS:



Thomas McCraw



Vernon Woelke



George R. Katosic



Corporations Division
P.O. Box 778, Jefferson City, MO 65102

James C. Kirkpatrick State Information Center
600 W. Main Street, Rm 322, Jefferson City, MO 65101

FILED AND CERTIFICATE
ISSUED

NOV 30 2000

Articles of Amendment
for a Nonprofit Corporation
(Submit in duplicate with filing fee of \$10.00)

Rebecca McDowell Cook
SECRETARY OF STATE

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

(1) The name of corporation is: National Child Care Providers Association

(2) The amendment was adopted on 11-27-00 and changed article(s) One to state as follows:

*The name of the corporation is: Value Benefits of America
Article number Eight is amended to read as follows:
See attached.*

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

(4) If approval by members was required, check here and provide the following information: _____

A. Number of memberships outstanding: _____
B. Complete either i or ii:

i. Number of votes for and against the amendments(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: _____

In affirmation of the facts stated above,

Karen Boeker
(Authorized signature of officer or chairman of the board)

Karen Boeker Secretary
(Printed Name) (Title)

11-27-00
(Date)

Article number Eight (8) is amended to read as follows:

The purpose or purposes for which the Corporation is organized are:

To promote the common interests of American families by providing educational information regarding health, agriculture, economics and other areas of interest to members. To enhance the quality of life for members by offering benefits and discount services for association members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

Value Benefits of America

FILED AND CERTIFICATE
ISSUED

NOV 30 2000

Rebecca McDowell Cook
SECRETARY OF STATE

No. N00060599

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

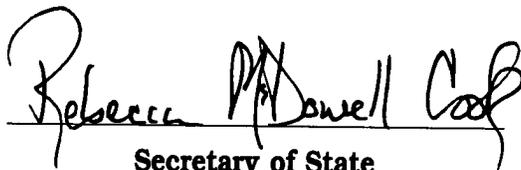
VALUE BENEFITS OF AMERICA

Formerly,

NATIONAL CHILD CARE PROVIDERS ASSOCIATION

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with requirements of law governing the amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 30th day of NOVEMBER, 2000.


Secretary of State

\$10.00



No. N00060599

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

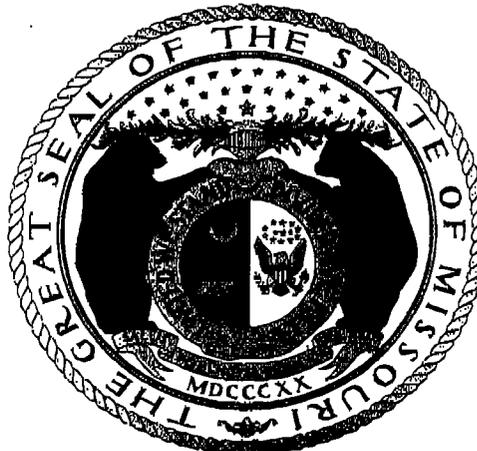
CERTIFICATE OF CORPORATE GOOD STANDING

I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

VALUE BENEFITS OF AMERICA

was incorporated under the laws of this State on the 1st day of FEBRUARY, 1999, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 20th day of DECEMBER, 2000.



Rebecca McDowell Cook
Secretary of State

BY-LAWS
OF

"Value Benefits of America"

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BY-LAWS
OF
"VALUE BENEFITS OF AMERICA"

ARTICLE I
PURPOSES

The purpose of "VALUE BENEFITS OF AMERICA" ("association") shall be:

To promote the common interest of American families by providing educational information regarding health, agriculture, economics and other areas of interest to members. To enhance the quality of life for members by offering benefits and discount services for association members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

ARTICLE II
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III
MEMBERS

Section 1. Classes of Members. The Association shall have three (3) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.

2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

3. Limited membership: The member who is interested in only certain designated benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come

before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or by mail, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and
3. Any other matter which the Board of Directors, in their sole discretion, by

resolution shall commit to a vote of the members.

ARTICLE V
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America but need not be members.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds

and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution

adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association

and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the

Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where

the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII
SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

Article number Eight (8) is amended to read as follows:

The purpose or purposes for which the Corporation is organized are:

To promote the common interests of American families by providing educational information regarding health, agriculture, economics and other areas of interest to members. To enhance the quality of life for members by offering benefits and discount services for association members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

Value Benefits of America.

FILED AND CERTIFICATE
ISSUED

NOV 30 2000

Rebecca McDowell Cook
SECRETARY OF STATE

Filing at a Glance

Company: Presidential Life Insurance Company

Product Name: AM-2007-POL et al

SERFF Tr Num: CLTR-125101234 State: Missouri

TOI: H04 Health - Blanket Accident /Sickness

SERFF Status: Closed

State Tr Num: 0703260014

Sub-TOI: H04.000 Health - Blanket Accident /Sickness

Co Tr Num: AM-2007-POL ET AL

State Status: APPROVED

Filing Type: Form

Co Status:

Reviewer(s): John Howser

Author: Karen Pollitt

Disposition Date: 03-26-2007

Date Submitted: 02-12-2007

Disposition Status: APPROVED

Implementation Date Requested: On Approval

Implementation Date:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: Not filed to date

Explanation for Combination/Other:

Market Type:

Submission Type:

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03-26-2007

Company Status Changed:

State Status Changed: 03-26-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

On behalf of Presidential Life Insurance Company, Coulter and Associates is submitting the captioned forms for your review and approval. The forms will be issued to eligible groups in your state. The forms are new and will not replace any forms on file with your Department.

The program may provide Accident only, Emergency Room Accident & Sickness only or Accident and Emergency Room Accident & Sickness indemnity coverage. The Policyholder will select the combination of benefits offered. Insurance is available to eligible persons and their dependents. Insurance is issued on a guaranteed issue basis, subject to pre-existing conditions. The program is non-contributory.

Marketing will take place through properly licensed agents and brokers.

Company and Contact

Filing Contact Information

Karen Pollitt, Senior Compliance Consultant

karen@coulter-and-associates.com

Coulter and Associates
Cranbury, NJ 08512

(609) 443-7540 [Phone]
(609) 443-4103[FAX]

Filing Company Information

Presidential Life Insurance Company
69 Lydecker Street
Nyack, NY 10960
(800) 926-7599 ext. [Phone]

CoCode: 68039
Group Code: -99
Group Name:
FEIN Number: 13-2570714

State of Domicile: New York
Company Type:
State ID Number:

Form Schedule

Lead Form Number: AM-2007-POL

Review	Form	Form	Form	Action	Form	Previous	Replaced	Readability	Attachment
Status	Number	Type	Name		Action Other	Filing #	Form #	Score	s
APPROVE D	AM-2007- POL	Policy/Con tract/Frate rnal Certificate	Policy	Initial	IN			45	AM-2007- POL.pdf