

SERFF Tracking Number: UNML-126353154 State: Arkansas
Filing Company: Unity Financial Life Insurance Company State Tracking Number: 43865
Company Tracking Number: 20713FP
TOI: L07G Group Life - Whole Sub-TOI: L07G.111 Single Premium - Single Life
Product Name: 20713FP
Project Name/Number: /

Filing at a Glance

Company: Unity Financial Life Insurance Company

Product Name: 20713FP

SERFF Tr Num: UNML-126353154 State: Arkansas

TOI: L07G Group Life - Whole

SERFF Status: Closed-Approved-
Closed State Tr Num: 43865

Sub-TOI: L07G.111 Single Premium - Single
Life

Co Tr Num: 20713FP

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Lesley Kent, Elaine Greer

Disposition Date: 10/28/2009

Date Submitted: 10/23/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Discretionary

Filing Status Changed: 10/28/2009

Explanation for Other Group Market Type:

State Status Changed: 10/28/2009

Deemer Date:

Created By: Lesley Kent

Submitted By: Lesley Kent

Corresponding Filing Tracking Number:

Filing Description:

RE: Unity Financial Life Insurance Company

NAIC# 63819 /State # 39256

Group Whole Life Single Premium Certificate 20713FP

The above referenced certificate will be issued under group master policy 20710FP that has been delivered to the Master Policy Holder, a trustee of the National Association of Senior Americans (NASA), located in the state of Missouri. The group policy has been filed with and approved by the state of Missouri which has approved the group under its discretionary group law. It is my understanding that the Arkansas Insurance Department does not assert jurisdiction

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over the group master policy which has been issued in Missouri. Accordingly, the group form has not been included with this filing. However, a copy of the certificate which will be issued to Arkansas residents is attached for your review and approval.

Enclosed please find the above-captioned group certificate form, 20713FP. This form is a guaranteed issue single premium whole life insurance certificate that will be used in the final expense market, and will be sold by licensed insurance agents to individuals who are members of the association, who desire to fulfill state medicaid spend-down requirements by assigning the benefits of the certificate to an Irrevocable Trust for the Insured's future final expenses. In the event that the group policy is terminated, coverage under the certificates will continue with the same coverage and benefits as long as premium payments, if required, are made. This form will not be illustrated. The layout of this form may change, but the content and font size will remain the same with no changes.

This certificate, Form 20713FP, is a new form and does not replace any existing form. The program will be effective upon approval by your department. This form uses the 2001 CSO Table. Enrollment Form EF08T will be used with this certificate. Enrollment Form EF08T was previously approved in your state on 6/12/08.

A copy of the Arkansas Guaranty Association Notice is attached to this filing for your reference and you have our certification that this form will be distributed with each of the above referenced certificates as they are issued to certificate owners.

If you have any questions, please call me at 1-800-824-6760. Otherwise, we look forward to your approval.

Very truly yours,

Lesley M. Kent

Company and Contact

Filing Contact Information

Lesley Kent, lkent@uflife.com
P.O. Box 625700 877-523-3231 [Phone]
Cincinnati, OH 45262

Filing Company Information

Unity Financial Life Insurance Company CoCode: 63819 State of Domicile: Pennsylvania
P.O. Box 5000 Group Code: 786 Company Type: Life
Syracuse, NY 13250-5000 Group Name: State ID Number:
(315) 448-7260 ext. [Phone] FEIN Number: 23-1640528

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: One Certificate filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Unity Financial Life Insurance Company	\$50.00	10/23/2009	31505067

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/28/2009	10/28/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/27/2009	10/27/2009	Lesley Kent	10/27/2009	10/27/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Actuarial Statement	Lesley Kent	10/23/2009	10/23/2009

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Disposition

Disposition Date: 10/28/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UNML-126353154 *State:* Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Guaranty Association Notice		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Statement		No
Supporting Document	Group Master Policy 20710FP		Yes
Supporting Document	Information to accompany certificate		Yes
Supporting Document	By-laws of Association		Yes
Form	Single Premium Whole Life		Yes

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Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/27/2009
Submitted Date 10/27/2009
Respond By Date 11/30/2009

Dear Lesley Kent,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: In order that discretionary groups shall not be contrary to the public interest, such groups must meet all the review standards of individual contracts. Group certificates delivered in Arkansas are subject to Arkansas law regardless of the site where the group policy is issued.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/27/2009
Submitted Date 10/27/2009

Dear Linda Bird,

Comments:

Thank you for your prompt response to my filing. I have included copies of Group Master Policy Form 20710-FP, to which this certificate is a part, for your reference as well as a copy of the bylaws of the Association to which the master policy has been issued.

Response 1

Comments: I certify that Unity Financial is in compliance with Rule 19 Unfair Sex Discrimination, that we will issue each certificate with a written notice stating the Insurance Company and Arkansas Insurance Department's address and telephone numbers , please see attached form CN-AR, and I also certify that Certificate 20713FP meets the above requirements as well as all applicable requirements of this Department.

Related Objection 1

Comment:

In order that discretionary groups shall not be contrary to the public interest, such groups must meet all the review standards of individual contracts. Group certificates delivered in Arkansas are subject to Arkansas law regardless of the site where the group policy is issued.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Group Master Policy 20710FP

Comment:

Satisfied -Name: Information to accompany certificate

Comment:

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Satisfied -Name: By-laws of Association

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for reviewing our submission. Please let me know if you have any questions concerning the information that was provided as a response.

Sincerely,

Lesley Kent

Sincerely,

Elaine Greer, Lesley Kent

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Amendment Letter

Submitted Date: 10/23/2009

Comments:

I'm sorry, but this is my first filing using Serff and I submitted the form for approval before attaching the actuarial statement in the additional correspondence section. This amendment is to notify you that it is included with the submission.

Thanks and sorry for the mistake!

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Actuarial Statement

Comment:

Actuarial Statement 20713FP.pdf

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Form Schedule

Lead Form Number: 20711FP

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	20713FP	Certificate	Single Premium Whole Life	Initial		49.100	20713FP.pdf



UNITY FINANCIAL LIFE INSURANCE COMPANY

(Herein referred to as the Company)

[Home Office: P.O. Box 625700

Cincinnati, OH 45262-5700

Toll Free Number: 877-523-3231

Statutory Office: Philadelphia PA]

[]

SINGLE PREMIUM WHOLE LIFE INSURANCE

Read your certificate carefully. This Certificate is a legal contract between you and the Company. It is important that you understand the Coverage that it provides. Therefore, please read your Certificate carefully.

The Company certifies that Insurance has been provided under the Group Policy, according to the terms of the Group Policy. This Certificate is issued in consideration of the Member's application and payment of the single premium. This Certificate describes the major terms and conditions of the Insurance. The complete terms of the Insurance are described in the Group Policy. Nothing in the Certificate will alter or change the Group Policy.

The Company agrees to pay the proceeds of this Certificate to the Beneficiary upon receiving due proof that the Insured Person died while the Insurance is in force. Settlement will be made in accordance with the provisions described herein.

UNITY FINANCIAL LIFE INSURANCE COMPANY

(the Company)

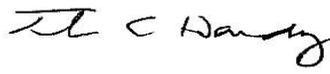
Thirty Day Right to Look You have thirty (30) days to review this Certificate from the date You receive it. If You are not fully satisfied with it, return it to the Company within 30 days from the date of its receipt. You may mail it to the Company or deliver it to the agent through whom the Insurance was purchased. Notices given by mail and return of this Certificate by mail are effective on being postmarked, properly addressed and postage pre-paid. The Company will refund all premiums paid and the Insurance will be void from the beginning.

The Group Policy and the Certificates issued in connection with it are designed to provide life insurance.

Signed for Unity Financial Life Insurance Company on the Certificate Date at its Cincinnati, Ohio Office.

[]

SECRETARY

[]

PRESIDENT

**Group Single Premium Whole Life Insurance
Proceeds payable upon death of the Insured while this Certificate is in force
Non-Participating**

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INSURANCE SUMMARY

POLICYHOLDER: [NATIONAL ASSOCIATION OF SENIOR AMERICANS]

CERTIFICATE NUMBER: [20401-CO]

INSURED PERSON: [JOHN DOE]

MEMBER: [JOHN DOE]

CERTIFICATE DATE: [SEP 16, 2008]

FACE AMOUNT: [\$5,000.00]

ISSUE AGE: [50]

SEX: [MALE]

PREMIUM PERIOD: [Single]

PREMIUM: [\$4,975.00]

PREMIUM CLASS: [Standard]

BENEFICIARY: As stated in the Enrollment Form unless changed at a later date according to the provisions described herein.

Table of Guaranteed Values

The Table of Guaranteed Values shows values for the end of the indicated Certificate Years. The Table is based on the assumptions that all premiums due have been paid, there is no indebtedness on the Certificate, and values are based on the initial Face Amount.

Values not shown in the Table may be requested. All values will be determined with allowance for elapsed time and premium payments for part of a year.

Information regarding the calculation of Cash Values is shown in the **Basis of Values** provision.

Table of Guaranteed Values

Certificate Year	On September 16	Guaranteed Death Benefit	Cash Value End of Year
01	[2009	5,000.00	1,835.45
02	2010	5,000.00	1,895.20
03	2011	5,000.00	1,956.25
04	2012	5,000.00	2,018.45
05	2013	5,000.00	2,081.55
06	2014	5,000.00	2,145.55
07	2015	5,000.00	2,210.40
08	2016	5,000.00	2,276.40
09	2017	5,000.00	2,343.65
10	2018	5,000.00	2,412.10
11	2019	5,000.00	2,481.35
12	2020	5,000.00	2,551.10
13	2021	5,000.00	2,620.95
14	2022	5,000.00	2,690.95
15	2023	5,000.00	2,761.10
16	2024	5,000.00	2,831.50
17	2025	5,000.00	2,902.40
18	2026	5,000.00	2,973.95
19	2027	5,000.00	3,046.25
20	2028	5,000.00	3,119.20]

Definitions

Age means the Insured Person's age on his or her last birthday.

Certificate Date means the effective date of an Insured Person's Insurance as shown in the Insurance Summary.

Certificate Anniversary means the same date in each succeeding year as the Certificate Date. Certificate Years are measured from the Certificate Anniversary.

Insurance means the coverage provided to an Insured Person under the Group Policy.

Insured Person means the person on whose life this insurance is provided. The Insured Person is shown in the Insurance Summary.

Issue Age means the Insured Person's age at issue as shown in the Insurance Summary.

Member means the Owner of the rights and privileges of this Insurance with respect to an Insured Person. The Owner is as designated in the Member's application unless changed at a later date. The Member/Owner is referred to as You.

Non-Participating means that this Insurance is non-participating. You do not share in any revenues or dividends.

Proceeds means the Amount of Insurance to be paid upon the death of an Insured Person.

Premiums and Coverage

Coverage is issued and becomes effective during the lifetime of the insured in consideration of the Company's receipt of the Single Premium. The Single Premium is shown in the Insurance Summary.

Coverage Period: Insurance begins on the Certificate Date. Insurance ends on the first to occur of the date:

1. You surrender this Certificate for its surrender value;
2. the Insurance lapses because the loan amount, with interest, exceeds the cash value or;
3. the Insured dies.

Continuation of Group Policy Benefits

If the Group Policy is cancelled the Insurance provided to You will continue. You will have the same rights and privileges as You had prior to such termination date.

You will be given written notice of the cancellation of the Group Policy at least within 30 days prior to the date of such cancellation.

Death Benefit

Any Proceeds payable because of the death of the Insured Person will be paid when the Company receives due proof of the Insured Person's death. Such proof must be submitted to the Company at its Home Office. Appropriate forms will be made available to the Beneficiary upon request. If the Insured Person dies while Insurance is in effect, the Company will pay the Death Benefit to the Beneficiary. The amount of the benefit depends upon the time of the Insured Person's death.

The Death Benefit is equal to:

1. the Face Amount shown in the Insurance Summary; plus
2. the Adjusted Amount as described below; less
3. any indebtedness under the Certificate.

The Adjusted Amount on the Certificate Date is zero. The Adjusted Amount on any Certificate Anniversary is equal to:

1. the Adjusted Amount on the previous Certificate Anniversary, plus;
2. an amount that may be declared at the Company's option.

The amount declared at the Company's option is not guaranteed or tied to any index. Once the Death Benefit is increased by the Company, this new higher amount becomes the guaranteed Death Benefit, subject to any indebtedness under the Policy. The amount declared is credited on the Policy Anniversary following the current declaration.

If proceeds are not paid within 30 days after the Company receives proof of claim (or where required by law within 30 days after the Insured's death), the Company will pay interest on such proceeds as required by state law at a rate no less than required by law. Where required by law, the Company will pay interest from the date of death to the date of settlement.

Beneficiary and Assignment Provisions

Owner As the Owner, You may exercise all rights and receive all benefits while the Insured Person is living. Your rights may however be subject to the rights of a Beneficiary if You named such Beneficiary irrevocably or to any rights that You assign. You may name a contingent Owner to succeed to Your rights should You die while Insured Person is alive. If no contingent Owner is named, Your estate will be the contingent Owner.

Change of Ownership You may change ownership of this Certificate to another person by sending the Company written notice of the change on a form satisfactory to the Company. When the Company receives such notice, the change will take effect as of the date You requested such change. No change will take effect until the Company receives such notice and records the change.

Beneficiary The Beneficiary is the person that You designate to receive the Proceeds upon the Insured Person's death. The Beneficiary is named in the application. You may change the Beneficiary unless You named the Beneficiary irrevocably. To change the Beneficiary, You must send the Company a signed notice of the change on a form satisfactory to the Company. When the Company receives such notice, the change will take effect on the date You requested the change. The change will not affect any payment that the Company made in good faith before receiving and recording the notice.

If the Beneficiary dies before the Insured, the interest of such Beneficiary will terminate at death. If there are no other designated Beneficiaries, proceeds will be paid to You, if living. If you are not living, then proceeds are payable to the estate of the Insured.

If You named an irrevocable Beneficiary, You must obtain that person's written consent before You can:

1. change the Beneficiary;
2. reduce or terminate the Beneficiary's rights to the proceeds;
3. change the ownership or assign the Insurance; or
4. exercise any other ownership rights that may reduce the Proceeds.

Assignment You may assign this Insurance, subject to the Beneficiary provision. An assignment of this Insurance will not bind the Company until the Company has been notified in writing and has recorded such assignment. An assignment is subject to any action taken by the Company before the notice was acknowledged. The Company is not responsible for the validity of any assignment.

Nonforfeiture and Loan Provisions

Cash Surrender You may surrender this Certificate any time during the Insured Person's lifetime. A surrender may be subject to the rights of another person. The amount the Company will pay is the surrender value. The surrender value is the Cash Value at the time of surrender less any certificate loan balance.

The Company may delay payment of the surrender value for up to 6 months or any other period permitted by law. If a payment is delayed, the Company will credit interest on the surrender value at an annual rate of at least 3 ½% or a higher rate that may be required by the state in which the Group Policy was issued.

Basis of Values The guaranteed values of this Certificate are shown in the Insurance Summary. The values shown apply at the end of the Certificate Year if there is no unpaid loan. Values for any time other than the end of the year will be determined by interpolation. Values for any year not shown will be calculated on the same basis as for those shown and will be furnished upon request.

The Cash Values referred to in this Certificate are based on the Commissioners' 2001 Standard Ordinary Mortality Table and interest at [4%] per year and assume the age of the Insured Person is determined as of his or her last birthday. They are calculated in accordance with the Standard Nonforfeiture law and equal the statutory reserve amount for this certificate. The Death Benefit used in the calculation is shown in the Table of Guaranteed Values. When the Death Benefit is increased as described in the "Death Benefit" section of this Certificate, the Cash Values will be recalculated using the method above and the new Death Benefit.

The values are at least as great as those required by law in the state where the Group Policy is delivered.

We have filed a statement of the method used to compute those values with the Insurance Department in the state where the Group Policy is delivered.

If this Certificate is surrendered within 31 days after a Certificate Anniversary, the cash value will not be less than the cash value on that Anniversary.

Certificate Loan You may borrow against this Certificate up to the maximum loan value during the Insured Person's lifetime and as long as this Certificate is in effect. You must properly assign the Certificate to the Company. The maximum loan value is:

1. the Cash Value at the end of the Certificate Year in which the loan is made; less
2. any existing indebtedness and accrued interest on the Certificate; less
3. interest in advance to the end of the Certificate Year.

The interest rate is 7.4% per year, payable in advance. Interest is due at the end of each Certificate Year. If it is not paid when due, it will be added to the loan and bear interest at the same rate. This Certificate will terminate if, at the end of any Certificate Year, indebtedness exceeds the loan value. The date of termination will be 31 days after notice of termination is mailed to the Owner and any assignee recorded at the Home Office.

The Company may delay making any loan for up to 6 months, except to pay premiums on company policies.

Repayment All or any part of certificate loans may be repaid at any time before the Insured Person dies, provided that:

1. the Certificate has not been surrendered;
2. payment is equal to at least the lesser of \$50.00 or the remaining balance payable.

General Provisions

Entire Contract/Changes The certificate, including a copy of the attached application and endorsements, if any, form the entire contract. All statements in the application will be deemed representations and not warranties. No statements will be used by the Company to contest this contract or to defend against a claim unless it is made in the application. Only a Company officer may bind the Company or make changes to the Certificate. No agent has the authority to change the Certificate.

Contestable Period This Certificate will not be contestable, except for fraudulent misstatements, after it has been in force during the lifetime of the insured for 2 years from the Certificate Date. Statements in the application are deemed representations and not warranties.

Clerical Error Clerical error on the part of the Company

will not void Coverage that would otherwise be in effect nor continue Coverage that would otherwise have terminated.

Misstatement of Age If the age of the Insured Person has been misstated, the face amount will be adjusted to that which the premiums would have provided based on the correct age.

Suicide If the Insured Person commits suicide, while sane or insane, within 2 years from the Certificate Date (1 year in Colorado, Missouri and North Dakota), the Proceeds payable will be limited to the premiums paid less any policy loan balance.

Time Periods All time periods stated in this Certificate will begin and end at 12:01 a.m. standard time at the Insured Person's address.



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UNITY FINANCIAL LIFE INSURANCE COMPANY

(Herein referred to as the Company)

[Home Office: P.O. Box 625700

Cincinnati, OH 45262-5700

Toll Free Number: 877-523-3231

Statutory Office: Philadelphia PA]

Group Single Premium Whole Life Insurance
Proceeds payable upon death of the Insured while this Certificate is
in force
Non-Participating

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Certification 20713FP.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Form# EF08T approved on 6/12/08		

	Item Status:	Status Date:
Satisfied - Item: Guaranty Association Notice		
Comments: Attached is a copy of the Guaranty Association Notice that we will provide to each Certificate Owner.		
Attachment: GAN-AR-2009.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments: Attached is our Statement of the data that is Variable in the submitted Certificate form.		
Attachment: Statement of Variability 20713FP.pdf		

	Item Status:	Status Date:
Satisfied - Item: Group Master Policy 20710FP		

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Product Name: 20713FP
Project Name/Number: /

Comments:

Attachment:

20710FP.pdf

Item Status:

Status

Date:

Satisfied - Item: Information to accompany certificate

Comments:

Attachment:

AR Notice.pdf

Item Status:

Status

Date:

Satisfied - Item: By-laws of Association

Comments:

Attachment:

Ntl Assn Sen Americans Bylaws.pdf

Unity Financial Life Insurance Company
PO Box 625700
Cincinnati, OH 45242

READABILITY CERTIFICATION

This is to certify that the forms listed on the attached page(s) are in compliance with the Insurance Policy Readability Law.

Each form is scored separately for the Flesch reading ease test, in its entirety:

Form No.	Sentences	Words	Syllables	Flesch Score
20713FP	117	2529	N/A	49.1

1. The form is printed in not less than ten-point type, one point leaded. (This does not apply to specifications pages, schedules and tables).
2. The layout and spacing of the form(s) separate the paragraphs from each other and from the border of the page.
3. The section titles are captioned in bold face or otherwise stand out significantly from the text.
4. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the form(s).
5. The style, arrangement and overall appearance of the form(s) give no undue prominence to any portion of the form(s).
6. A table of contents or an index of the principal sections is included in the form. (This applies only if the form has more than 3,000 words or consists of more than 3 pages).

Date: October 21, 2009

Jay W. Wason, Jr.
Secretary

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain 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 policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member 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 insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("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 this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract 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 a separate account under a variable life or variable annuity contract.

Insurance Companies or their agents are required by law to provide you with 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 Health Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty 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 or contract 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 policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed by the insurer for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- 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);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty 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 \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net 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 contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

**STATEMENT OF VARIABILITY
DATED 10/21/09
WHOLE LIFE FORM 20713FP**

Material that is variable is noted in brackets [] on the form.

Logo – in the event there is a change with the Company logo this may change.

Company Address & phone – in the event there is a change with the Company address or phone number.

Officer's signatures – in the event there is a change in officers.

John Doe Information – listed on page 3 & 4 is hypothetical.

The cash value computations are made using interest at a rate of [4%] per year. The cash value interest rate is bracketed ([]) to indicate that the cash value interest rate is variable. The cash value interest rate will only change to be in compliance with the maximum cash value interest rate allowed by law.

UNITY FINANCIAL LIFE INSURANCE COMPANY
(Herein referred to as the Company)
[P.O. Box 625700
Cincinnati, OH 45242
877-523-3231
Statutory Office: Philadelphia, PA]

The Company and the Policyholder have agreed to the term of this Group Policy. The Company will pay the benefits of this policy subject to its provisions. This page and the pages that follow are part of this policy.

GROUP POLICY NO.: [003]

POLICYHOLDER: [National Association of Senior Americans]

EFFECTIVE DATE: [November 28, 2007]

POLICY ANNIVERSARY: [November 28]

Insurance is issued in consideration of payment of the premium. The Group Policy is executed as of the Effective Date and from which Anniversary Dates are measured. The Group Policy takes effect at 12:01 A.M. Standard Time on the Effective Date at the address of the Policyholder. The Group Policy will continue in force as long as premiums are paid when due or unless terminated by the Policyholder or the Company. Termination by either party requires advance written notice per the **Termination** section.

This Group Policy is governed by the laws of the state in which it is issued.

Signed on the Effective Date for Unity Financial Life Insurance Company at its office in [Cincinnati, Ohio].

[]
SECRETARY

[]
PRESIDENT

GROUP SINGLE PREMIUM WHOLE LIFE INSURANCE
PROCEEDS PAYABLE UPON DEATH OF THE INSURED, AS DESCRIBED HEREIN
NON-PARTICIPATING

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Schedule Page

Eligible Persons:

[Members of the National Association of Senior Americans]

[Members of **PARTICIPATING PROVIDERS**, providers of financial services who have agreed to participate in the Trust and make available to its customers the Insurance described in this Group Policy. The Policyholder is the Trustee named by a trust agreement. This agreement permits certain Participating Providers to participate in the trust and insure their Members for the benefits provided by this Group Policy. Providers that do so are Participating Providers. The Policyholder acts for the Participating Providers in all matters of this Policyholder. The Company is not a party to the trust agreement and is not bound by its terms.

DEFINITIONS

Age means the Insured Person's age on his or her last birthday.

Certificate means the document given to each Member describing the Member's insurance.

Certificate Date means the effective date of an Insured Person's Insurance as shown in the Insurance Summary.

Certificate Anniversary means the same date in each succeeding year as the Certificate Date. Certificate Years are measured from the Certificate Anniversary.

Insurance means the coverage provided to an Insured Person under the Group Policy.

Insured Person means the person on whose life this insurance is provided. The Insured Person is shown in the Insurance Summary in the Certificate. He or she may or may not be the Owner.

Issue Age means the Insured Person's age at issue as shown in his or her Insurance Summary.

Member means the Owner of the rights and privileges of this Group Policy with respect to Insurance on an Insured Person. The Owner is as designated in the Member's application unless changed according to the terms of this Group Policy.

Non-Participating means that this Group Policy is non-participating. The Policyholder does not share in any revenues or dividends.

Participating Provider means a provider of financial services who have agreed to participate in the Trust and make available to its customers the Insurance described in this Group Policy. The Policyholder is the Trustee named by a trust agreement. This agreement permits certain Participating Providers to participate in the trust and insure their Members for the benefits provided by this Group Policy. Providers that do so are Participating Providers. The Policyholder acts for the Participating Providers in all matters of this Policyholder. The Company is not a party to the trust agreement and is not bound by its terms.

Policy Year means a period of one year that starts on the Participating Provider's Policyholder's Effective Date as shown in the Schedule.

Policyholder means the Trust to whom the Group Policy is issued as shown on page 1.

Proceeds means the Amount of Insurance to be paid upon the death of an Insured Person.

GENERAL POLICY PROVISIONS

Eligibility and Effective Dates

Eligibility. A person is eligible for Insurance and will be an Insured Person if he or she:

1. is an eligible class as described in the Schedule; and
2. applies for insurance on a form acceptable to the Company; and
3. pays the required premium.

Insured Person Effective Date. Insurance for an Insured Person is effective at 12:01 A.M. on the Certificate Date shown in the Insurance Summary.

Termination Provisions

Group Policy Termination. The Group Policy will terminate on the first day of the month that the Policyholder cancels such policy. The Policyholder must notify the Company in writing of such cancellation at least 60 days prior to such cancellation. The Company may cancel the Group Policy on the first day of any month by giving the Policyholder 60 days' advance written notice.

Participating Provider Termination. Participation in the Group Policy will end for a Participating Provider on the first to occur of the date:

1. the Group Policy terminates
2. the Participating Provider terminates participation in the Group Policy. The Company must be given 60 days' advance written notice; or
3. the Company terminates the Participating Provider's participation subject to 60 days' advance written notice.

Insured Person Termination. Subject to any continuation rights described in the provision entitled "Continuation of Group Policy Benefits," Insurance for an Insured Person ends on the first to occur of the date:

1. the Group Policy terminates or the Participating Provider terminates participation in the Group Policy;
2. the Member surrenders the Insurance for its surrender value;
3. the Insurance lapses because the loan amount, with interest exceeds the cash value; or
4. the Insured Person dies.

DEATH BENEFIT

Any proceeds payable because of the death of the Insured will be paid when the Company receives due proof of the Insured's death. Such proof must be submitted to the Company at its Administrative Office. Appropriate forms will be made available to the Beneficiary upon request. If the Insured dies while this Policy is in effect, the Company will pay the Death Benefit to the Beneficiary. The amount of the benefit depends upon the time of the Insured's death.

The Death Benefit is equal to:

1. the Face Amount shown in the Policy Summary; plus
2. the Adjusted Amount as described below; less
3. any indebtedness under the Policy.

The Adjusted Amount on the Policy Date is zero. The Adjusted Amount on any Policy anniversary is equal to:

1. the Adjusted Amount on the previous Policy Anniversary, plus;
2. an amount that may be declared at the Company's option.

The amount declared at the Company's option is not guaranteed or tied to any index. Once the Death Benefit is increased by the Company, this new higher amount becomes the guaranteed Death Benefit, subject to any indebtedness under the Policy. The amount declared is credited on the Policy Anniversary following the declaration.

If proceeds are not paid within 30 days after the Company receives proof of death (or where required by law within 30 days after the Insured's death), the Company will pay interest on such proceeds as required by state law at a rate no less than required by law. Where required by law, the Company will pay interest from the date of death to the date of settlement.

BENEFICIARY AND ASSIGNMENT PROVISIONS

Member Owner. As the Owner, the Member may exercise all rights and receive all benefits while the Insured is living. The Member's rights may, however, be subject to the rights of a Beneficiary if the Member named such Beneficiary irrevocably or to any rights that are assigned. The Member may name a contingent Owner to succeed to his or her rights should such Member die while the Insured Person is alive. If no contingent Owner is named, the Member's estate will be the contingent Owner.

Change of Ownership. A Member may change ownership of the Certificate rights to another person by sending the Company written notice of the change on a form satisfactory to the Company. When the Company receives such notice, the change will take effect as of the date he or she requested such change. The change will not affect any payment that the Company made in good faith before receiving and recording the notice.

Beneficiary. The Beneficiary is the person that you designate to receive the proceeds upon the Insured's death. The Beneficiary is named in the application. You may change the Beneficiary unless you named the Beneficiary irrevocably. To change the Beneficiary, you must send the Company a signed notice of the change on a form satisfactory to the Company. When the Company receives such notice, the change will take effect on the date you requested the change. The change will not affect any payment that the Company made in good faith before receiving and recording the notice.

If the Beneficiary dies before the Insured, the interest of such Beneficiary will terminate at death. If there are no other designated Beneficiaries, proceeds will be paid to you, if living. If you are not living, then proceeds are payable to the estate of the Insured or to any of the Insured's closest living relatives by blood or legal adoption or connection by marriage.

If a Member names an irrevocable Beneficiary, he or she must obtain that person's written consent before you can:

1. change the Beneficiary;
2. reduce or terminate the Beneficiary's rights to the proceeds;
3. change the ownership or assign the Policy; or
4. exercise any other ownership rights that may reduce the proceeds.

Assignment. A Member may assign his or her rights under the Certificate, subject to the **Beneficiary** provision. An assignment of this Policy will not bind the Company until the Company has been notified in writing and has recorded such assignment. An assignment is subject to any action taken by the Company before the notice was acknowledged. The Company is not responsible for the validity of any assignment.

CONTINUATION OF GROUP POLICY

If this Group Policy is canceled or the Participating Provider terminates participation in the Group Policy, the Insurance provided with respect to all Insured Persons will continue. All Members will continue to have the same rights and privileges as they had prior to the date this Group Policy was canceled.

All Members will be given written notice of the cancellation of the Group Policy at least 30 days prior to the date of such cancellation.

NONFORFEITURE AND LOAN PROVISIONS

Cash Surrender. A Member may surrender the Insurance any time during the Insured Person's lifetime. A surrender may be subject to the rights of another person. The amount the Company will pay is the surrender value. The surrender value is the Cash Value at the time of surrender less any certificate loan balance.

The Company may delay payment of the surrender value for up to 6 months or any other period permitted by law. If a payment is delayed, the Company will credit interest on the surrender value at an annual rate of at least 3 1/2% or a higher rate that may be required by law.

Basis of Values. The guaranteed values of this Certificate are shown in each Member's Insurance Summary. The values shown apply at the end of the Certificate Year if there is no unpaid certificate loan. Values for any time other than the end of the year will be determined by interpolation. Values for any year not shown will be calculated on the same basis as for those shown and will be furnished upon request.

The Cash Values referred to in this Certificate are based on the Commissioners' 1980 Standard Ordinary Mortality Table and interest at [4%] per year and assume the age of the Insured Person is determined as of his or her last birthday. They are calculated in accordance with the Standard Nonforfeiture Law. The death benefit used in the calculation is shown in the Table of Guaranteed Values. When the death benefit is increased as described in the "Death Benefit" section of this Certificate, the Cash Values will be recalculated using the method above and the new death benefit.

The values are at least as great as those required by law in the state where the Group Policy is delivered. We have filed a statement of the method used to compute those values with the Insurance Department in the state where the Group Policy is delivered.

If this Certificate is surrendered within 31 days after a Certificate Anniversary, the cash value will not be less than the cash value on that Anniversary.

Certificate Loan. A Member may borrow against his or her Insurance up to the maximum loan value during the Insured Person's lifetime and as long as this Certificate is in effect. Such Member must properly assign the Certificate to the Company. The maximum loan value is:

1. the Cash Value at the end of the Certificate year in which the loan is made; less
2. any existing loan; plus
3. interest on the amount loaned to the end of the Certificate Year.

The interest rate is 7.4% per year, payable in advance. If interest is not paid when due, it will be added to the loan and bear interest at the same rate. This Certificate will terminate if, at the end of any Certificate Year, indebtedness exceeds the loan value. The date of termination will be 31 days after notice of termination is mailed to the Member and any assignee recorded at the Administrative Office.

Repayment. All or any part of policy loans may be repaid at any time before the Insured Person dies, provided that:

1. the Insurance has not been surrendered; or
2. the Group Policy is in force and the Participating Provider is participating in the Group Policy, subject to the **Continuation of Group Policy Benefits** provision.

GENERAL PROVISIONS

Entire Contract. The Group Policy, the attached Policyholder application, any attached riders, and the form the entire contract. All statements made by the Policyholder, Insured Person, or Member may be used to contest a claim unless it is contained in a signed written application and a copy of such application has been furnished to the Policyholder, and the Member.

Contract Changes. The Group Policy may be changed at any time by written agreement between the Policyholder and the Company. The change will be valid only if it is made in writing and signed by an officer of the Company and is accepted by the Policyholder. No agent may change the Group Policy or waive any of its provisions.

Incontestability. The Company will not contest the validity of this Group Policy after it has been in force for 2 years from the Effective Date. The Company will not contest the validity of a Participating Provider's participation after two years from the Participating Provider's Effective Date. ~~With respect to a Member's Insurance, the Company will not contest an Insured Person's Insurance after two years from the Certificate Date.~~

Suicide. If the Insured Person commits suicide within two years of his or her Certificate Date (one year if the Certificate is issued in Colorado, Missouri, and North Dakota), the Proceeds payable will be limited to the premiums paid.

Misstatement of Age. If the Insured Person's age has been misstated, the Company will adjust the Amount of Insurance using the correct age.

Certificate. The Company will issue Certificates to each Member stating the main terms of the Group Policy and a description of the Insured Person's Insurance.

Data. The Member, beneficiary, or authorized representative may examine a specimen copy of the Group Policy and applications. Such person may inspect these forms during regular business hours at a reasonably accessible place, established by the each Participating Provider.

Conformity with State Statutes. On the Group Policy Effective Date, if any provision conflicts with the laws of the jurisdiction in which the Group Policy is issued, it shall be deemed to conform to the law.



UNITY FINANCIAL LIFE INSURANCE COMPANY

(Herein referred to as the Company)

[Home Office: P.O. Box 625700

Cincinnati, OH 45262-5700

Toll Free Number: 877-523-3231

Statutory Office: Philadelphia PA]

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

If you have questions or need assistance, please contact the insurance company or the agent who delivered your certificate.

Unity Financial Life Insurance Company

PO Box 625700

Cincinnati, OH 45262-5700

Toll Free: 877-523-3231

513-247-0711

513-247-5040 Fax

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

Arkansas Insurance Department

Consumer Services Division

1200 W. 3rd Street

Little Rock, Arkansas 72201-1904

Telephone: (501) 371-1600

Legal Division: (501) 371-2820

BY-LAWS
OF
NATIONAL ASSOCIATION OF SENIOR AMERICANS

BY-LAWS
OF
NATIONAL ASSOCIATION OF SENIOR AMERICANS

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BY-LAWS
OF
NATIONAL ASSOCIATION OF SENIOR AMERICANS

ARTICLE I
PURPOSES

The purpose of National Association of Senior Americans ("Association") shall be as that stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Law of the State of Missouri.

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 is entitled to participate in only certain designated benefit programs offered by the Association.

Section 2. Voting Rights. Each member of any class shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors.

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 these 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 members shall be held for the purpose of electing directors and transacting such other business as may be properly brought 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 his address as it appears on the records of the Association, with postage thereon paid.

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 record 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 question is one 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 therefore by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;

2. The proposed execution, termination, amendment or modification of any contract between the Association and another party (other than an officer, director or employee of the Association) pursuant to which such party provides management, administrative or clerical services to the Association for a fee; 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 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 the State of Missouri, for the holding of additional regular meetings of the Board of the 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 by 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 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 no 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 regular 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 offices 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 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 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 by the Secretary or an Assistant Secretary and shall be sealed with the seal of the Association, if any. All certificates evidencing membership of any class shall be consecutively numbered. 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 in his name 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 an employer or other group where the employer or group sponsor pays a stated initiation fee on behalf of all employees or 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, Missouri".

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 or 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.

No. N00028102



STATE of MISSOURI
JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

Certificate of Incorporation
A General Not For Profit Corporation

WHEREAS, duplicate originals of Articles of Incorporation of
ASSOCIATION OF TRAVELERS

have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of The General Not For Profit Corporation Law of Missouri:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri, by virtue of the authority vested in me, do hereby certify and declare
ASSOCIATION OF TRAVELERS

a body corporate, duly organized this day; that it is entitled to all rights and privileges granted corporations organized under The General Not For Profit Corporation Law of Missouri; that the address of its initial Registered Office in Missouri is
4236 Lindell Blvd., St. Louis 63108

and that its period of existence is perpetual

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 27th day of August, 19 82



James Kirkpatrick
Secretary of State

RECEIVED OF: ASSOCIATION OF TRAVELERS

Ten and no/00 Dollars, \$ 10.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

No. N00028102

James Kirkpatrick
Secretary of State



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF A

GENERAL NOT FOR PROFIT CORPORATION

(To be submitted in duplicate by an attorney or an incorporator) FILED AND CERTIFICATE OF INCORPORATION ISSUED

HONORABLE JAMES C. KIRKPATRICK FILING FEE \$10.00
SECRETARY OF STATE
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

AUG 27 1982

James Kirkpatrick (Signature)

We, the undersigned, (Not less than three)

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

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: Association of Travelers
2. The period of duration of the corporation is: perpetual
3. The address of its initial Registered Office in the State of Missouri is: 4236 Lindell Blvd., St. Louis, Missouri 63108
4. The first Board of Directors shall be 3 in number, their names and addresses being as follows:

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

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

To publish a monthly tabloid for members containing reference articles on places to go, things to do, travel tips, weather information, and currenct exchange information; to establish a ride sharing system for members to help defray the cost of travel as well as any other activity permitted under the Missouri Not For Profit Corporation /

(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)

	}	Incorporators
<i>Dale D. Turvey</i>		
<i>Susan J. Turvey</i>		

VERIFICATION

STATE OF Missouri }
 County of St. Louis } ss.

I, Rosetta E. Weintraub, a Notary Public, do hereby certify that on the

25th day of August, 19 82

Dale D. Turvey, F. C. Schumacher, Jr., Susan J. Turvey Type or Print (Names of Incorporators)

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

ROSETTA E. WEINTRAUB
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 4/12/86
ST. LOUIS COUNTY.

My commission expires: _____

Rosetta E. Weintraub
(Notary Public)

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

AUG 27 1982

James C. [Signature]

STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION



Certificate of Amendment of a General Not For Profit Corporation

WHEREAS, NATIONAL ASSOCIATION OF SENIOR AMERICANS, INC.

a corporation organized under The General Not For Profit Corporation Law of Missouri has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General Not For Profit Corporation Law of Missouri.

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, do hereby certify that I have filed said Articles of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 23rd day of August, 19 89.



Roy D. Blunt
Secretary of State

Fee \$ 5.00



State of Missouri . . . Office of Secretary of State

ROY D. BLUNT, Secretary of State

FILED AND CERTIFICATE ISSUED

AUG 23 1989

Articles of Amendment to the Articles of Incorporation of a

Roy D. Blunt Corporation Dept. SECRETARY OF STATE

General Not For Profit Corporation Law

(To be submitted in duplicate by an attorney.)

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

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of the "General Not For Profit Corporation Law" of the State of Missouri, hereby executes the following Articles of Amendment:

- 1. The name of the corporation is National Association of Senior Americans, Inc.
2. There are some members, having voting rights with respect to amendments; (Insert "no" or "some")

(Strike paragraphs (a), (b) or (c) when not applicable)

3. (a) At a meeting of members, at which a quorum was present, held on August 1, 1989, same receiving at least two-thirds (2/3) of the votes entitled to be cast by the members of the corporation present or represented by proxy at such meeting, the following amendments were adopted.

[Crossed out text: By unanimous writing signed by two-thirds of the members of the corporation entitled to vote with respect to the following amendments were adopted]

[Crossed out text: At a meeting of members having in voting rights with respect to amendments held on some receiving the votes of a majority of the directors the following amendment amendments were adopted]

- 4. Article number 5 is amended to read as follows:

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

To enhance the quality of life for senior citizens by offering or providing educational information, benefits and services for association members, as well as any other activity permitted under the Missouri Not For Profit Corporation Act."

See Exhibit "A" attached hereto and by this reference made a part hereof, for further amendments.

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its ~~President~~ Vice President, and its Secretary ~~or Assistant Secretary~~, this 21st day of August, 19 89.

National Association of Senior Americans, Inc.

(Exact Corporate Title)

CORPORATE SEAL
(If no seal, state "None")

"NONE"

By Susan J. Turvey
Its ~~President~~ or Vice-President
Susan J. Turvey

By Karen K. Boeker
Its Secretary ~~or Assistant Secretary~~
Karen K. Boeker

State of Missouri
County of St. Louis } ss

I, Mary S. Dickinson, a Notary Public, do hereby certify that on the 21st day of August, 19 89, Susan J. Turvey (Acknowledgement by either officer is sufficient) personally appeared before me and being first duly sworn by me, acknowledged that she ~~he~~ signed as her ~~his~~ free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to her ~~his~~ knowledge and belief.

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

(NOTARIAL SEAL)

Mary S. Dickinson
Notary Public

My commission expires MARY S. DICKINSON
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXP. MAY 12, 1990

EXHIBIT "A"

Article Number 6 is added to the Articles of Incorporation to read as follows:

"In the event of dissolution of the Corporation, all assets and property remaining after all liabilities and obligations of the Corporation have been paid, satisfied, and discharged, or adequate provisions made therefor, shall be distributed to such non-profit organizations organized and operated exclusively for similar exempt purposes or having exemption from Federal income tax under Section 501(c)(3) of the 1954 Internal Revenue Code or a corresponding provision of prior law, or to the Federal Government, state, or local government, for a public purpose, as the membership may determine."



STATE OF MISSOURI

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Certificate of Amendment of a General Not For Profit Corporation

WHEREAS, NATIONAL ASSOCIATION OF SENIOR AMERICANS, INC. (FORMERLY: ASSOCIATION OF TRAVELERS)
a corporation organized under The General Not For Profit Corporation Law of Missouri has delivered to me duplicate originals of Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the amendment of Articles of Incorporation under The General Not For Profit Corporation Law of Missouri.

NOW, THEREFORE, I, ROY D. BLUNT, Secretary of State of the State of Missouri, do hereby certify that I have filed said Articles of Amendment as provided by law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 24th day of March, 19 88.



Roy D. Blunt
Secretary of State



State of Missouri . . . Office of Secretary of State

ROY D. BLUNT, Secretary

FILED AND CERTIFICATE
ISSUED

MAR 24 1988

Articles of Amendment
to the

Articles of Incorporation
of a

Roy D. Blunt
Corporation Dept. SECRETARY OF STATE

General Not For Profit Corporation

(To be submitted in duplicate by an attorney.)

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

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of the "General Not For Profit Corporation Law" of the State of Missouri, hereby executes the following Articles of Amendment

1. The name of the corporation is Association of Travelers

2. There are NO members, having voting rights with respect to amendments;

(insert "no" or "some")

(Strike paragraphs (a), (b) or (c) when not applicable)

3. ~~(a)~~ At a meeting of members, at which a quorum was present, held on _____, 19 _____ same receiving at least two-thirds (2/3) of the votes entitled to be cast by the members of the corporation present or represented by proxy at such meeting, the following amendments were adopted.

~~(b)~~ By a consent in writing signed by two-thirds (2/3) of all the members of the corporation entitled to vote with respect thereto, the following amendments were adopted;

~~(c)~~ At a meeting of directors (members having no voting rights with respect to amendments) held on March 1, 19 88, same receiving the votes of a majority of the directors then in office, the following amendment or amendments were adopted;

4. Article number 1 is amended to read as follows:

"The name of the corporation is National Association of Senior Americans, Inc."

Article number 5 is amended to read as follows:

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

To enhance the quality of life for senior citizens by offering or providing information, benefits and services for association members, as well as any other activity permitted under the Missouri Not For Profit Corporation Act."

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its President or Vice President, and its Secretary or Assistant Secretary, this 1st day of March, 19 88.

CORPORATE SEAL
(If no seal, state "None")

NONE

ASSOCIATION OF TRAVELERS

(Exact Corporate Title)

By Melissa C. Medlock
Its President ~~XXXXXX~~

By Susan J. Terrey
Its Secretary ~~XXXXXX~~

State of ARKANSAS
County of PULASKI } ss

I, Nancy A. Crase, a Notary Public, do hereby certify that on the 1st day of March, 19 88, Melissa C. Medlock personally appeared before me and being first duly sworn by me, acknowledged that she ~~he~~ signed as his free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true, to his knowledge and belief.

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

(NOTARIAL SEAL)

Nancy A. Crase
Notary Public

My commission expires 11-1-90



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF A

GENERAL NOT FOR PROFIT CORPORATION

(To be submitted in duplicate by an attorney or an incorporator)

HONORABLE JAMES C. KIRKPATRICK FILING FEE \$10.00
SECRETARY OF STATE
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

FILED AND CERTIFICATE OF INCORPORATION ISSUED

AUG 27 1982

Signature of James C. Kirkpatrick

We, the undersigned,

(Not less than three)

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

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: Association of Travelers
2. The period of duration of the corporation is: perpetual
3. The address of its initial Registered Office in the State of Missouri is: 4236 Lindell Blvd., St. Louis, Missouri 63108
4. The first Board of Directors shall be 3 in number, their names and addresses being as follows:

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

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

To publish a monthly tabloid for members containing reference articles on places to go, things to do, travel tips, weather information, and current exchange information to establish a ride sharing system for members to help defray the cost of travel as well as any other activity permitted under the Missouri Not For Profit Corporation



STATE of MISSOURI

JAMES C. KIRKPATRICK, Secretary of State

CORPORATION DIVISION

Certificate of Incorporation A General Not For Profit Corporation

WHEREAS, duplicate originals of Articles of Incorporation of _____
ASSOCIATION OF TRAVELERS

have been received and filed in the office of the Secretary of State, which Articles, in all respects, comply with the requirements of The General Not For Profit Corporation Law of Missouri:

NOW, THEREFORE, I, JAMES C. KIRKPATRICK, Secretary of State of the State of Missouri,

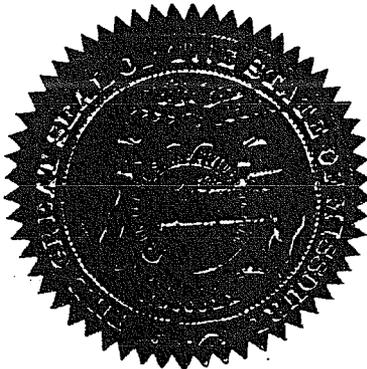
by virtue of the authority vested in me, do hereby certify and declare _____
ASSOCIATION OF TRAVELERS

a body corporate, duly organized this day; that it is entitled to all rights and privileges granted corporations organized under The General Not For Profit Corporation Law of Missouri;

that the address of its initial Registered Office in Missouri is _____
4236 Lindell Blvd., St. Louis 63108

and that its period of existence is perpetual

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the GREAT SEAL of the State of Missouri, at the City of Jefferson, this 27th day of August, 19 82



James Kirkpatrick
Secretary of State

RECEIVED OF: _____ ASSOCIATION OF TRAVELERS

Ten and no/00----- Dollars, \$ 10.00

For Credit of General Revenue Fund, on Account of Incorporation Tax and Fee.

James Kirkpatrick
Secretary of State



State of Missouri . . . Office of Secretary of State

JAMES C. KIRKPATRICK, Secretary of State
CORPORATION DIVISION

ARTICLES OF INCORPORATION
OF A

GENERAL NOT FOR PROFIT CORPORATION

(To be submitted in duplicate by an attorney or an incorporator)

FILED AND CERTIFICATE OF INCORPORATION ISSUED

HONORABLE JAMES C. KIRKPATRICK FILING FEE \$10.00
SECRETARY OF STATE
P.O. BOX 778
JEFFERSON CITY, MISSOURI 65102

AUG 27 1982

Handwritten signature of James C. Kirkpatrick

We, the undersigned,

(Not less than three)

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

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: Association of Travelers
2. The period of duration of the corporation is: perpetual
3. The address of its initial Registered Office in the State of Missouri is: 4236 Lindell Blvd., St. Louis, Missouri 63108
4. The first Board of Directors shall be 3 in number, their names and addresses being as follows:

Table with 6 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include Dale D. Turvey, F. C. Schumacher, Jr., and Susan J. Turvey.

- 5. The purpose or purposes for which the corporation is organized are:
To publish a monthly tabloid for members containing reference articles on places to go, things to do, travel tips, weather information, and currenct exchange information to establish a ride sharing system for members to help defray the cost of travel as well as any other activity permitted under the Missouri Not For Profit Corporation

(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)

	}	Incorporators
<i>Dale D. Turvey</i>		
<i>Susan J. Turvey</i>		

VERIFICATION

STATE OF Missouri }
 County of St. Louis } ss.

I, Rosetta E. Weintraub, a Notary Public, do hereby certify that on the

25th day of August, 19 82

Dale D. Turvey, F. C. Schumacher, Jr., Susan J. Turvey
Type or Print (Names of Incorporators)

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

ROSETTA E. WEINTRAUB
 NOTARY PUBLIC, STATE OF MISSOURI
 MY COMMISSION EXPIRES 4/12/86
 ST. LOUIS COUNTY

My commission expires: _____

Rosetta E. Weintraub
 (Notary Public)

FILED AND CERTIFICATE OF
 INCORPORATION ISSUED

AUG 27 1982

James C. Patrick