

SERFF Tracking Number: CLTR-127775554 State: Arkansas  
Filing Company: Federal Insurance Company State Tracking Number: 50155  
Company Tracking Number: AFS-AR  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Accident Only  
Project Name/Number: AFS/AFS- Group Filing

## Filing at a Glance

Company: Federal Insurance Company

Product Name: Accident Only

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: CLTR-127775554 State: Arkansas

SERFF Status: Closed-Filed-Closed State Tr Num: 50155

Co Tr Num: AFS-AR

State Status: Filed-Closed

Authors: Susan Coulter, Dana Suter, Natanella Har-Sinay

Reviewer(s): Rosalind Minor

Disposition Date: 11/04/2011

Date Submitted: 11/01/2011

Disposition Status: Filed-Closed

Implementation Date Requested: 11/30/2011

Implementation Date:

State Filing Description:

## General Information

Project Name: AFS

Project Number: AFS- Group Filing

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Association

Filing Status Changed: 11/04/2011

State Status Changed: 11/04/2011

Created By: Natanella Har-Sinay

Corresponding Filing Tracking Number:

Filing Description:

Re: Chubb & Son

Company Code: AFS-AR

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Natanella Har-Sinay

On behalf of Chubb & Son, Coulter and Associates is filing the group Americans for Financial Security on a single-case basis for use with previously approved forms. Voluntary Accident Policy Form GCA 5000 was approved in your state on 12/6/2002, and Accident Only Hospital Cash Policy Form HIP5000 REV was approved on 11/12/2010.

The Association's Constitution and Bylaws are attached. If you need additional information, please do not hesitate to contact us. Otherwise, we look forward to your approval.

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## Company and Contact

### Filing Contact Information

Natanella Har-Sinay, consultant natanella@coulter-and-associates.com  
 379 Princeton-Hightstown Road 609-443-7540 [Phone]  
 Suite 15  
 Cranbury, NJ 08512

### Filing Company Information

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

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
15 Mountainview Rd	Group Code: 20281	Company Type: property and casualty
Warren, NJ 07059	Group Name: CHUBB	State ID Number:
(609) 443-7540 ext. [Phone]	FEIN Number: 13-1963496	

## Filing Fees

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	11/01/2011	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed-Closed	Rosalind Minor	11/04/2011	11/04/2011

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## **Disposition**

Disposition Date: 11/04/2011

Implementation Date:

Status: Filed-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Filed-Closed	Yes
<b>Supporting Document</b>	Application	Filed-Closed	Yes
<b>Supporting Document</b>	Constitution and Bylaws	Filed-Closed	Yes
<b>Supporting Document</b>	Authority to File	Filed-Closed	Yes

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## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Flesch Certification	Filed-Closed	11/04/2011
<b>Bypass Reason:</b>	Forms approved, filing the group only.		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Filed-Closed	11/04/2011
<b>Bypass Reason:</b>	Application approved, filing the group only.		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Constitution and Bylaws	Filed-Closed	11/04/2011
<b>Comments:</b>			
<b>Attachments:</b>	AFS - Articles of Incorporation.pdf AFS Current Bylaws 01.01.2007-1.pdf AFS Filing Form .pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Authority to File	Filed-Closed	11/04/2011
<b>Comments:</b>			
<b>Attachment:</b>	Coulter authorization for filing (10-28-2011).pdf		

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



**C E R T I F I C A T E**

**THIS IS TO CERTIFY** that there were received and accepted for record in the Department of Consumer and Regulatory Affairs, Corporations Division, on the **20th** day of **MAY, 1992**, Articles of Incorporation of:

**AMERICANS FOR FINANCIAL SECURITY, INC.**

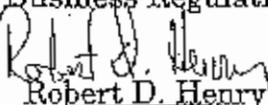
The above named corporation is duly incorporated and existing pursuant to and by virtue of the Nonprofit Corporation Act of the District of Columbia and authorized to conduct its affairs in the District of Columbia as of the date mentioned above.

**WE FURTHER CERTIFY** that the above entitled corporation is at the time of issuance of this certificate in Good Standing, according to the records of the Corporations Division, having filed all annual reports required by the District of Columbia Nonprofit Corporation Act.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and caused the seal of this office to be affixed this **22ND** day of **JANUARY, 1996** .

Hampton Cross  
Director

Katherine A. Williams  
Acting Administrator  
Business Regulation Administration

  
Robert D. Henry  
Act. Asst. Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



**C E R T I F I C A T E**

**THIS IS TO CERTIFY** that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this **CERTIFICATE of AMENDMENT** is hereby issued to

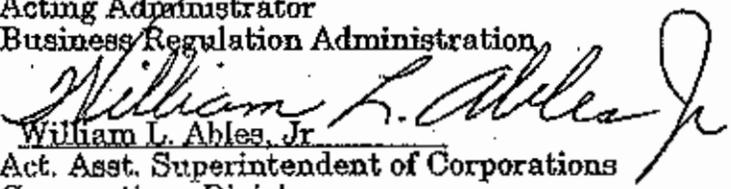
**NATIONAL ASSOCIATION FOR CONSUMER  
AWARENESS, INC.**

**NAME CHANGED TO:  
AMERICANS FOR FINANCIAL SECURITY, INC.**

as of **AUGUST 9TH, 1995.**

Hampton Cross  
Director

Katherine A. Williams  
Acting Administrator  
Business Regulation Administration

  
William L. Ables, Jr.  
Act. Asst. Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

FILED AUG - 9 1995

**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION OF  
NATIONAL ASSOCIATION FOR CONSUMER AWARENESS, INC.**

BY     RH    

To: Department of Consumer and Regulatory Affairs  
Washington, D.C. 20001

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

**FIRST:** The name of the corporation is: National Association for Consumer Awareness, Inc.

**SECOND:** The following amendments to the Articles of Incorporation were adopted by the Corporation in the manner prescribed by the District of Columbia Non-profit Corporation Act:

The name of the corporation is: Americans for Financial Security, Inc.

The purposes of this corporation are:

(a) To inform and educate American citizens on matters relating to financial security;

(b) To inform and educate its members concerning current events and matters relating to their personal financial security and other matters and events of interest to them and to provide to them general information concerning services, information and benefits available to them from all levels of government, the private sector, and other charitable and educational organizations;

(c) To act as a clearinghouse and information center for matters relating to the concerns and needs for personal financial security such as state and federal taxation and legislation, Social Security, Medicare and healthcare; and savings and investment vehicles including individual retirement accounts (IRAs);

(d) To engage in non-partisan research, study and analysis for the benefit of its members and the general public on matters relating to the concerns and needs of persons interested in personal financial security;

(e) To prepare educational materials and conduct educational activities in support of the general purposes of this Corporation;

(f) To conduct and sponsor forums, lectures, debates and similar programs

to carry out the general purposes of this Corporation;

(g) To promote and advocate positions on behalf of its membership which are consistent with the general purposes of this Corporation;

(h) To assist other organizations having common purpose in the conduct of similar activities;

(i) To establish in the main office of this Corporation or elsewhere all departments, programs, projects and activities necessary to carry out the general purposes of this Corporation; and

(j) To engage in any other activity permitted under the D.C. Non Profit Corporation Act.

THIRD: The amendments were adopted in the following manner

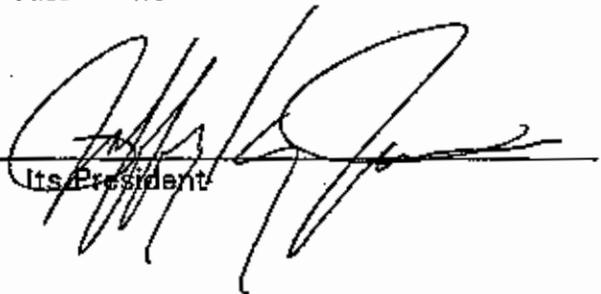
The amendment was adopted at a meeting of the Board of Directors held on August 4, 1995 and received the vote of a majority of the Directors in office, there being no members having voting rights in respect thereof.

August 8, 1995

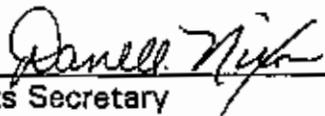
Date

National Association for Consumer Awareness, Inc.  
Corporate Name

By

  
Its President

Attest:

  
Its Secretary

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



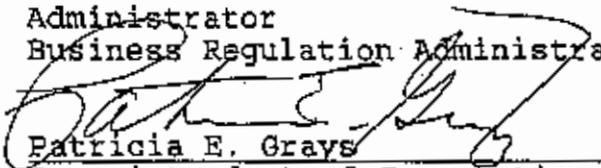
C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of INCORPORATION is hereby issued to NATIONAL ASSOCIATION FOR CONSUMER AWARENESS, INC.

as of MAY 20TH , 1992 .

Barbara E. Brown  
Acting Director

James E. Kerr  
Administrator  
Business Regulation Administration

  
Patricia E. Grays  
Assistant Superintendent of Corporations  
Corporations Division

Sharon Pratt Kelly  
Mayor

## ARTICLES OF INCORPORATION

OF

BY: 

NATIONAL ASSOCIATION FOR CONSUMER AWARENESS, INC.

To: Department of Consumer and Regulatory Affairs  
Business Regulation Administration  
Corporation Division  
614 H Street, N.W.  
Washington, DC 20001

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the NON PROFIT CORPORATION ACT (D.C. Code, 1981 edition, Title 29, Chapter 5), adopt the following Articles of Incorporation:

FIRST: The name of the Corporation is:

NATIONAL ASSOCIATION FOR CONSUMER AWARENESS, INC.

SECOND: The period of duration is perpetual.

THIRD: The purposes for which the Corporation is organized are:

(a) The Corporation is organized for and will be operated exclusively to educate and promote consumer of consumer concerns and interests.

(b) In general, to carry on any other activities connected with or incidental to the foregoing objects and purposes, and to have and exercise all the powers conferred by the laws of the District of Columbia upon corporations formed under the District of Columbia Non-profit Corporation Act.

FOURTH: No part of the net earnings of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. All references to sections in the Articles refer to Internal Revenue Code of 1954 as from time to time amended or to comparable sections of subsequent internal revenue laws. Notwithstanding any other provision of these Articles or of any bylaws adopted thereunder, this corporation shall not take any action not permitted by the laws which then apply to this Corporation.

FIFTH: The post office address of the principal office of the Corporation in the District of Columbia is 1725 K St., N.W., Suite 308, Washington, DC 20006. The name and registered office address of the Registered Agent of the Corporation in the District of

Columbia are Alfred S. Fried, Esquire, 1725 K Street, N.W., Suite 308, Washington, DC 20006. Said Registered Agent is an individual actually residing in the District of Columbia.

SIXTH: The Corporation is not organized for profit; it shall have no capital stock and shall not be authorized to issue capital stock. The number of qualifications for, and other matters relating to its members shall be set forth in the bylaws of the Corporation.

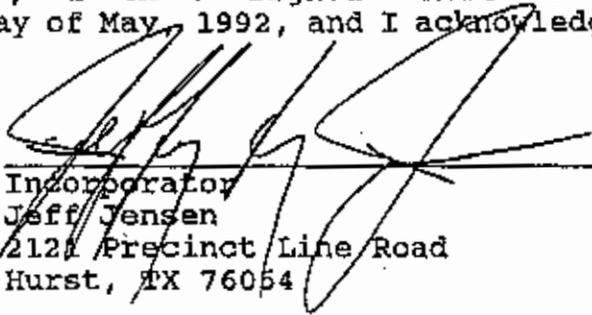
SEVENTH: The number of Directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the bylaws of the Corporation, but shall never be less than three (3). The names of the Directors, who shall act until the first annual meeting or until their successors are duly chosen and qualified are:

Jeff Jensen	2121 Precinct Line Road Hurst, TX 76054
Gary Friedman	2121 Precinct Line Road Hurst, TX 76054
Keith Hall	2121 Precinct Line Road Hurst, TX 76054

EIGHTH: Upon the dissolution of the Corporation's affairs, or upon the abandonment of the Corporation's activities due to its impracticable or inexpedient nature, the assets of the Corporation then remaining in the hands of the Corporation shall be distributed, transferred, conveyed, delivered and paid over to any other charitable organization (as hereinafter defined) of this or any other State, having a similar or analogous character or purpose, in some way associated with or connected with the Corporation to which the property previously belonged.

NINTH: The Corporation may by its bylaws make any other provisions or requirements for the arrangement or conduct of the business of the Corporation, provided the same be not inconsistent with these Articles of Incorporation nor contrary to the laws of the District of Columbia or of the United States.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 14<sup>th</sup> day of May, 1992, and I acknowledge same to be my act.

  
\_\_\_\_\_  
Incorporator  
Jeff Jensen  
2121 Precinct Line Road  
Hurst, TX 76054

*Gary L. Friedman*

Incorporator  
Gary Friedman  
2121 Precinct Line Road  
Hurst, TX 76054

*Keith Hall*

Incorporator  
Keith Hall  
2121 Precinct Line Road  
Hurst, TX 76054

SS: Tarrant County  
State of Texas

I, Mary A. Crutcher a Notary Public, hereby certify that on the 11th day of May 1992, Jeff Jensen, Gary Friedman and Keith Hall appeared before me and signed the foregoing document as incorporators, and have averred that the statements therein contained are true.

Mary A. Crutcher  
NOTARY PUBLIC

SEAL

My Commission expires:

12-19-92

**4<sup>TH</sup> AMENDED AND RESTATED BYLAWS**  
**OF**  
**AMERICANS FOR FINANCIAL SECURITY, INC.**  
a District of Columbia non-profit corporation

These Fourth Amended and Restated Bylaws (“**Bylaws**”), dated January ~~1~~, 2007 (“**Effective Date**”) of Americans for Financial Security, Inc., a District of Columbia non-profit corporation (“**Corporation**”) are made by and among the Board of Directors. Capitalized terms used in these Bylaws are defined in Appendix A, which is attached and incorporated by reference, or are otherwise defined in the body of this Agreement. These Bylaws amend and restate the Bylaws dated March 24, 2006.

**Article 1**

**Name, Offices, Purpose**

- 1.01. **Name.** The name of the Corporation is Americans for Financial Security, Inc.
- 1.02. **Registered Office and Agent.** The registered office of the corporation will be located within the District of Columbia. The name of the registered office of the corporation will be CT Corporation System, 1015 15<sup>th</sup> Street, N.W., Suite 1000, Washington, D.C. 20004.
- 1.03. **Other Offices.** The Corporation may also have offices at other places within and outside of the District of Columbia as the Board of Directors determines is in the best interest of the Corporation.
- 1.04. **Purpose.** The Corporation may engage in any lawful act or business activity under the laws of the District of Columbia in which a Corporation organized under the Non-Profit Corporation Act (“**Act**”) may engage, including providing benefits and services that help its members realize their dreams and become financially sound, competitive, and successful.

**Article 2**

**Membership**

- 2.01. **Membership.** The eligibility and qualifications for membership will be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors.
- (a) **Bylaws.** All such resolutions or rules and regulations relating to Members adopted by the Board of Directors of the Corporation will be maintained in the books and records of the Corporation, and will be incorporated by reference.
- (b) **Fees.** Such resolutions or rules and regulations adopted by the Board of Directors may prescribe, with respect to all Members, the amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of

suspension of termination of membership, and the rights, liabilities and other incidents of membership.

(c) **Admitting Members.** A Person may be admitted to membership of the Corporation by the Board or a committee designated by the Board to handle such matters, if the Person meets eligibility and qualifications set forth in the prescribed resolutions attached to the Bylaws.

(d) **Bound.** To be admitted to the Company, each Member of the Company agrees to be bound by the terms and conditions contained in these Bylaws and the Membership Rules and Regulations contained in Appendix B, attached and incorporated by reference.

2.02. **Place of Meetings.** Each meeting of the Members of the Corporation will be held at the principal offices of the Corporation or at any other place specified in the notice of the meeting or in a duly executed waiver of notice.

2.03. **Annual Meetings.** The annual meeting of the Members for the election of Directors and for the transaction of other business properly before the meeting will be held at a time and date selected by the Board of Directors.

2.04. **Special Meetings.**

(a) **Called.** Special meetings of the Members, for any purpose, may be called by the President.

(b) **Request by Board of Directors.** Special meetings of the Members will be called by the President or Secretary at the request in writing of a Member of the Board of Directors.

(c) **Purpose.** This request must state the purpose of the proposed meeting and must be limited to the purpose stated in the notice.

2.05. **Telephone, Video or Electronic Communications.** Members may participate in any meeting through the use of any means of communications by which all Members participating can simultaneously hear one another, which includes telephone, videos or other electronic communications. The Secretary of the Corporation will prepare a memorandum of the action taken.

2.06. **Notice.**

(a) **Delivered.** Written or printed notice of the meeting stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose for which the meeting is called, must be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or a Director of the Board of Directors calling the meeting, to each Member entitled to vote at the meeting as determined in accordance with the provisions of Section 2.11 of these Bylaws.

(b) **Mailed.** If mailed, the notice is delivered when deposited in the United States Mail, with postage prepaid, addressed to the Member at Member's address as it appears on the share transfer records of the Corporation.

(c) **Waiver of Notice.** A Member waives objection to lack of notice and/or defective notice unless the Member objects at the beginning of the meeting.

2.07. **Voting List.** The Board of Directors must prepare, at least 10 days before each meeting of Members, a complete list of the Members entitled to vote at the meeting. This list will be kept on file at the registered office or principal place of business of the Corporation for not less than 10 days before the meeting and will be subject to inspection by any Member at any time during usual business hours. This list must also be produced and kept open at the time and place of the meeting and must be subject to the inspection of any Member during the entire meeting.

2.08. **Quorum.** Those Members present in person, or represented by proxy, will be requisite and will constitute a quorum at all meetings of the Members for the transaction of business except as otherwise provided by statute by the Articles of Incorporation or by these Bylaws. At such adjourned meeting at which a quorum is represented, any business may be transacted which might have been transacted at the meeting as originally notified.

2.09. **Requisite Vote.** If a quorum is present at any meeting, the vote of the Members present in person or represented by proxy, will determine any question brought before the meeting, unless the question is one upon which, by express provision of the Articles of Incorporation or of these Bylaws, a different vote is required or permitted, in which case the express provision governs and controls the determination of this question.

2.10. **Withdrawal of Quorum.** If a quorum is present at the time of commencement of any meeting, the Members present at this duly convened meeting may continue to transact any business properly before the meeting until adjournment, despite the withdrawal from the meeting of a number of Members leaving less than a quorum remaining.

2.11. **Voting at Meeting.** Voting at meetings of Members will be conducted and exercised subject to the following procedures and regulations:

(a) **Voting Power.** In the exercise of voting power with respect to each matter properly submitted to a vote at any meeting of Members, each Member of the Corporation having voting power is entitled to 1 vote on each matter submitted to a vote at the meeting of the Members.

(b) **Exercise of Voting Power.** At any meeting of the Members, every Member entitled to vote at the meeting may vote either in person or by proxy executed in writing by the Member. A telegram, telex, cablegram, or similar transmission by a Member, or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by a Member, is treated as an execution in writing.

(c) **Proxy.** No proxy is valid after the expiration of 11 months from the date of its execution, unless otherwise stated in the proxy. Each proxy must be filed with the Secretary of the Corporation prior to or at the time of the meeting. Voting for Directors must be in accordance

with the provisions of Section 2.11(a). Any vote may be taken by voice vote or by show of hands unless someone entitled to vote at the meeting objects, in which case written ballots will be used.

(d) **Election of Directors.** In all elections of Directors cumulative voting is prohibited.

2.12. **Record Date for Meetings; Closing Transfer Records.** The Board of Directors may fix in advance a record date for the purpose of determining Members entitled to notice of or to vote at a meeting of Members, the record date to be not less than 10 nor more than 60 days prior to the meeting, or the Board of Directors may close the records for a period of not less than 10 nor more than 60 days prior to the meeting. In the absence of any action by the Board of Directors, the date the notice of the meeting is mailed is deemed the record date.

2.13. **Action Without Meetings.** Any action permitted or required to be taken at a meeting of the Members of the Corporation may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action taken, is signed by the Members of the Corporation entitled to vote with respect to the subject matter of the consent, and the written consent will have the same force and effect as the requisite vote of the Members. Any executed written consent, or an executed counterpart, will be placed in the minute book of the Corporation.

2.14. **Record Date for Action Without Meetings.** Unless a record date has previously been fixed or determined by the Board of Directors as provided in Section 2.12 of these Bylaws, whenever action by Members is proposed to be taken by consent in writing without a meeting of Members, the Board of Directors may fix a record date for the purpose of determining Members entitled to consent to that action.

(a) **Record Date.** This record date will not precede, and will not be more than 10 days after, the date on which the resolution fixing the record date is adopted by the Board of Directors.

(b) **No Record Date Fixed.** If no record date is fixed by the Board of Directors and the prior action of the Board of Directors is not required by statute or the Articles of Incorporation, the record date for determining Members entitled to consent to action in writing without a meeting is the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office, its principal place of business, or an officer or agent of the Corporation having custody of the books in which proceedings of meetings of Members are recorded.

(c) **Delivery.** Delivery must be by hand or by certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business must be addressed to the President of the Corporation.

(d) **Statute.** If no record date has been fixed by the Board of Directors and prior action of the Board of Directors is required by statute, the record date for determining Members entitled to consent to action in writing without a meeting is the close of business on the date in which the Board of Directors adopts a resolution taking the prior action.

2.15. **Matters Reserved to Membership Vote.**

(a) **Matters.** The following matters will be authorized only upon a vote by the Members as a meeting called to consider such matters:

(1) **Board.** Election of the Members of the Board of Directors.

(2) **Other Matters.** Any other matter with the Board of Directors, in its sole discretion by resolution will commit to a vote of the Members.

(b) **Majority.** Except as provided under the Act, a Majority of the votes cast at a meeting on any matter will control the disposition of such matter.

**Article 3**

**Directors**

3.01. **Management Powers.** The Board of Directors may exercise all powers of the Corporation and do all lawful acts not directed or required to be exercised by the Members by statute, the Articles of Incorporation or these Bylaws.

3.02. **Number and Qualification.** The Board of Directors will consist of 3 Directors. The Director must qualify as a Director following election by agreeing to act or acting in this capacity. The number of Directors may be increased or decreased from time to time by resolution of the Board of Directors without the necessity of a written amendment to the Bylaws of the Corporation.

3.03. **Election and Term.** Members of the Board of Directors hold office for 3 year terms. The Directors may serve for consecutive terms, which are unlimited. At the annual meeting of the Members, the Members entitled to vote in an election of Directors must elect Directors to hold office for the term elected, and until a successor is elected and qualified or until the Director's death, resignation or removal, if earlier.

3.04. **Voting on Directors.** Directors are elected by the vote of a Majority of the Members entitled to vote in the election of Directors and represented in person or by proxy at a meeting of Members at which a quorum is present. Cumulative voting in the election of Directors is expressly prohibited.

3.05. **Vacancies.** Any Vacancy occurring in the Board of Directors may be filled by the affirmative vote of a Majority of the remaining Directors then in office, though less than a quorum of the Board of Directors. A Director elected to fill a Vacancy must be elected for the unexpired portion of the term of the Director's predecessor in office.

3.06. **New Directorships.** Any directorship to be filled due to an increase in the number of Directors actually serving will be filled by election at an annual meeting of the Members or at a special meeting of Members called for that purpose, or by the Board of Directors for a term of office

continuing only until the next election of one or more Directors by the Members, provided that the Board of Directors may not fill more than 2 such directorships during the period between any 2 successive annual meetings of Members.

3.07. **Removal.**

(a) **By Member.** Any Director may be removed either for or without cause at any duly convened special or annual meeting of Members, by the affirmative vote of over two-thirds in number of the entire Membership of the Corporation present in person or by proxy at any meeting and entitled to vote for the election of the Director, provided notice of intention to act upon this matter is given in the notice calling the meeting.

(b) **By Directors.** A Director may be removed at any duly convened special or annual meeting of the Directors by the affirmative vote of two-thirds in number of the Directors of the Corporation.

3.08. **Meetings.** The meetings of the Board of Directors must be held and conducted subject to the following regulations:

(a) **Place.** Meetings of the Board of Directors of the Corporation, annual, regular or special, will be held at the principal office or place of business of the Corporation or other place specified in the respective notices or waivers of notice.

(b) **Annual Meeting.** The Board of Directors meet each year immediately after the annual meeting of the Members, at the place where the meeting of the Members is held (either within or without the District of Columbia), for the purpose of organization, election of officers, and consideration of any other business properly brought before the meeting. No notice of any kind to either old or new Members of the Board of Directors for this annual meeting is required.

(c) **Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at a time and place determined by the Board.

(d) **Special Meetings.** Special meetings of the Board of Directors may be called by the President of the Corporation on notice of 10 days to each Director either personally or by mail or by telegram; special meetings must be called by the President or Secretary in the same manner on the written request of 2 Directors.

(e) **Telephone, Video or Electronic Communications.** The Board of Directors may participate in any meeting through the use of any means of communications by which all Board of Directors participating can simultaneously hear one another, which includes telephone, videos or other electronic communications. The Secretary of the Corporation will prepare a memorandum of the action taken.

(f) **Notice and Waiver of Notice.** Attendance of a Director at any meeting constitutes a waiver of notice of meeting, except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business transacted at, nor the purpose of, any regular meeting of the Board of Directors must be specified in the notice or waiver of notice of the meeting.

(g) **Quorum.** At all meetings of the Board of Directors, a Majority of the number of Directors fixed by these Bylaws constitutes a quorum for the transaction of business, until a greater number is required by law or by the Articles of Incorporation. If a quorum is not present at any meeting of Directors, the Directors present at the meeting may adjourn the meeting until a quorum is present.

(h) **Requisite Vote.** In the exercise of voting power with respect to each matter properly submitted to a vote at any meeting of the Board of Directors, each Director present at the meeting has 1 vote. The act of a Majority of the Directors present at any meeting at which a quorum is present will be the act of the Board of Directors.

3.09. **Action Without Meetings.** Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted by law to be taken at any meetings of the Board of Directors may be taken without a meeting, if prior to the action a written consent is signed by all Directors of the Board, as the case may be, and the written consent is filed in the minutes or proceedings of the Board of Directors.

3.10. **Compensation.** By appropriate resolution of the Board of Directors, the Directors may be reimbursed their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum (as determined from time to time by the vote of a Majority of the Directors then in office) for attendance at each meeting of the Board of Directors or a stated salary as Director. No payment precludes any Director from serving the Corporation in another capacity and receiving compensation for it.

3.11. **Maintenance of Records.** The Directors may keep the books and records of the Corporation, except as are required by law to be kept within the District of Columbia, outside the District of Columbia or at a place they determine.

3.12. **Interested Directors and Officers.** No contract or other transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any firm of which one or more of its Directors or officers are Members or employees, or in which they are interested, or between the Corporation and any corporation or Corporation of which one or more of its Directors or officers are Members, directors, officers, or employees, or in which they are interested, is void or voidable solely for this reason, solely because of the presence of the Director or Directors or officer or officers at the meeting of the Board of Directors of the Corporation, which acts upon, or in reference to, this contract, or transaction, or solely because his or their votes are counted for this purpose, if:

(a) **Board of Directors.** The material facts of the relationship or interest are disclosed or known to the Board of Directors and the Board of Directors approves the contract or transaction by a vote of a Majority of the Directors present, the interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating the Majority of the quorum necessary to carry the vote;

(b) **Members.** The material facts of the relationship or interest as to the contract or transaction are disclosed or are known to the Members entitled to vote, and the contract or transaction is specifically approved in good faith by the vote of the Members; or

(c) **Fair.** The contract or transaction is fair to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the Members. The provisions of this Section will not be construed to invalidate any contract or other transaction which would otherwise be valid under the applicable common and statutory law.

3.15. **Director's Deadlock Vote.** If a vote by a quorum of Directors should result in a tie, then the Chairman will have the authority to break the tie.

## Article 4

### Notices

4.01. **Method of Notice.** Whenever notice is required to be given to any Director or Member under the provisions of the Act or of the Articles of Incorporation or of these Bylaws, it is not to mean personal notice, but notice may be given in writing, by mail, addressed to a Director or Member, at the person's address as it appears on the records of the Corporation, with postage prepaid, and the notice is given at the time when it is deposited in the United States Mail.

4.02. **Waiver.** Whenever any notice is required under the provisions of Act or under the provisions of the Articles of Incorporation or these Bylaws, a waiver in writing signed by the person or persons entitled to the notice is equivalent to giving the notice. Attendance by a person at any meeting requiring notice constitutes a waiver of notice of the meeting, except as provided in Section 3.08(f) of these Bylaws.

## Article 5

### Officers and Agents

5.01. **Designation.** The officers of the Corporation are chosen by the Board of Directors and consist of the offices of:

- (a) Chairman of the board;
- (b) President;
- (c) Vice-President;
- (d) Secretary;
- (e) Treasurer; and
- (f) Other officers and agents as the Board of Directors determines are necessary.

5.02. **Election of Officers.** Each officer designated in Section 5.01 is elected by the Board of Directors on the expiration of the term of office of the officer, as provided by these Bylaws, or whenever a vacancy exists in the office. Each officer or agent designated in Section 5.01(e) above may be elected by the Board of Directors at any meeting.

5.03. **Qualifications.** No officer or agent must be a Member of the Corporation or a resident of the District of Columbia. No officer or agent is required to be a Director. Any two or more offices may be held by the same person.

5.04. **Term of Office.** Unless otherwise specified by the Board of Directors at the time of election or appointment, or by the express provisions of an employment contract approved by the Board, the term of office of each officer and each agent expires on the date of the first meeting of Directors each year. Each officer or agent will serve until the expiration of the term of the person's office or, if earlier, the person's death, resignation or removal.

5.05. **Authority.** Officers and agents have authority to perform duties in the management of the Corporation provided in these Bylaws or determined by resolution of the Board of Directors not inconsistent with these Bylaws.

5.06. **Contracts and Negotiable Instruments.**

(a) **Executed.** Except as otherwise provided by law or these Bylaws, any contract or other instrument relative to the business of the Corporation may be executed and delivered in the name of the Corporation and on its behalf by the President, any Vice President or Secretary of the Corporation.

(b) **Authorize.** The Board of Directors may authorize any other officer or agent of the Corporation to enter into any contract or execute and deliver any contract in the name and on behalf of the Corporation, and this authority may be general or confined to specific instances as the Board of Directors may determine by resolution.

(c) **Money.** All bills, notes, checks or other instruments for the payment of money must be signed or countersigned by officer, officers, agent or agents and in a manner permitted by these Bylaws or prescribed by resolution of the Board of Directors.

(d) **Authority.** Unless authorized to do so by these Bylaws or by the Board of Directors, no officer, agent or employee has any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable pecuniarily for any purpose or to any amount.

5.07. **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 Corporation will be served. This removal is without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent does not create contract rights.

5.08. **Resignations.** Any director, officer or agent may resign from an office or position with the Corporation by delivering written notice to the President or the Secretary. This resignation

is effective at the time specified, or immediately upon delivery if no time is specified. Unless otherwise specified, an acceptance of the resignation is not a necessary prerequisite of its effectiveness.

5.09. **Vacancies.** Any vacancy occurring in any office of the Corporation (by death, resignation, removal or otherwise) is filled by the Board of Directors.

5.10. **Compensation.** The compensation of all officers and agents of the Corporation is determined by the Board of Directors.

5.11. **Chairman of the Board.** The Chairman will be the Chief Executive Officer of the Corporation. He will preside at all meetings of the Members and the Board of Directors, will have general and active management of the business and affairs of the corporation, will see that all orders and resolutions of the Board are carried out, and he will perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

5.12. **President.** The President will, in the absence or disability of the Chairman, perform the duties and have the authority and exercise the powers of the Chairman. He will perform such other duties, and have such other authority and powers as the Board of Directors may from time to time prescribe or as the Chairman may from time to time delegate.

5.13. **Vice President.** The Vice President, or if there more than one, the Vice Presidents in the order determined by a Majority vote of the Board of Directors, will, in the prolonged absence or disability of the President, perform the duties and exercise the powers of the President and perform other duties and have other powers as the Board of Directors prescribes or the President delegates.

5.14. **Secretary.**

(a) **Attends Meetings.** The Secretary attends all meetings of the Board of Directors and all meetings of the Members of the Corporation and records all proceedings of the meetings of the Corporation and of the Board of Directors in a book to be maintained for that purpose and performs like duties for the standing committees when required.

(b) **Notice.** The Secretary gives, or causes to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and performs other duties prescribed by the Board of Directors or the President.

(c) **Seal.** The Secretary has custody of the corporate seal of the Corporation, and the Secretary, or an Assistant Secretary, has authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by their signature.

5.15. **Treasurer.**

(a) **Custody.** The Treasurer has the custody of the corporate funds and securities and keeps full and accurate accounts of receipts and disbursements in books belonging to the

Corporation and deposits all moneys and other valuable effects in the name and to the credit of the Corporation in depositories designated by the Board of Directors.

(b) **Disburse Funds.** The Treasurer disburses the funds of the Corporation as ordered by the Board of Directors, taking proper vouchers for the disbursements, and renders to the President and the Board of Directors, at its regular meetings, or when the Board of Directors requires, an account of all transactions as Treasurer and of the financial condition of the Corporation.

(c) **Bond.** If required by the Board of Directors, the Treasurer gives the Corporation a bond in the sum and with the surety or sureties satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of the death, resignation, retirement or removal from office of the Treasurer, of all books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or control owned by the Corporation.

(d) **Other Duties.** The Treasurer performs other duties and has other authority and powers as the Board of Directors prescribes or as the President delegates.

## Article 6

### Indemnification

6.01. **Mandatory Indemnification.** Each person who was or is made a party or is threatened to be made a party to any threatened, pending or completed action, claim, suit or proceeding ("**Proceeding**"), by reason of the fact that the individual is or was a Director or officer of the Corporation, or while a Director or officer of the Corporation, is or was serving at the request of the Corporation as a Director, officer, or of the position (collectively, "**Indemnified Person**"), is indemnified and held harmless by the Corporation from and against any judgments, penalties (including excise taxes), fines, amounts paid in settlement and reasonable expenses (including court costs and attorneys' fees) actually incurred by the Indemnified Person in connection with the Proceeding if it is determined that the Indemnified Person acted in good faith and reasonably believed:

(a) **Conduct.** That the Indemnified Person's conduct was in the Corporation's best interests,

(b) **Other Cases.** In all other cases, that the Indemnified Person's conduct was not opposed to the best interests of the Corporation, and

(c) **Proceeding.** With respect to any Proceeding which is a criminal action, that the Indemnified Person had no reasonable cause to believe the conduct was unlawful, but in the event a determination is made that the Indemnified Person is liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnified Person, the indemnification is limited to reasonable expenses actually incurred by the Indemnified Person in connection with the Proceeding, and is not made in any Proceeding in which the Indemnified Person

is found liable for willful or intentional misconduct in the performance of the Indemnified Person's duty to the Corporation.

(d) **Termination.** The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself determinative of whether the Indemnified Person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any Proceeding which is a criminal action, had no reasonable cause to believe that the conduct was unlawful. An Indemnified Person is liable in respect of any claim, issue or matter only after the Indemnified Person is so adjudged by a court of competent jurisdiction after exhaustion of all appeals.

6.02. **Determination of Indemnification.** Any indemnification under Section 6.01 (unless ordered by a court of competent jurisdiction) is made by the Corporation only upon a determination that indemnification of the Indemnified Person is proper in the circumstances because the person has met the applicable standard of conduct. This determination is made:

(a) **Quorum.** By a Majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the Proceeding;

(b) **Committee.** If a quorum cannot be obtained, by a Majority vote of a committee of the Board of Directors, designated to act in the matter by a Majority of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the Proceeding;

(c) **Legal Counsel.** By special legal counsel (in a written opinion) selected by a Majority vote of all Directors (in which Directors who are named defendants or respondents in the Proceeding may participate).

6.03. **Advance of Expenses.** Reasonable expenses, including court costs and attorneys' fees, incurred by the Indemnified Person are paid by the Corporation at reasonable intervals in advance of the final disposition of the Proceeding. Without the determination specified in Section 6.02, reasonable expenses are paid upon receipt by the Corporation of a written affirmation by the Indemnified Person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article 6, and a written undertaking by or on behalf of the Indemnified Person to repay the amount paid or reimbursed by the Corporation if it is ultimately determined that the person is not entitled to be indemnified by the Corporation as authorized in this Article 6. This written undertaking is an unlimited obligation of the Indemnified Person and it may be accepted without reference to financial ability to make repayment.

6.04. **Permissive Indemnification.** The Board of Directors of the Corporation may authorize the Corporation to indemnify employees or agents of the Corporation, and to advance the reasonable expenses of persons, to the same extent, following the same determinations and upon the same conditions as are required for the indemnification of and advancement of expenses to Directors and officers of the Corporation.

6.05. **Nature of Indemnification.** The indemnification and advancement of expenses provided under these Bylaws is not exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, or any agreement, both as to actions taken in an official capacity and as to actions taken in any other capacity while holding office, and will continue as to a person who has ceased to be a Director, officer, employee or agent of the Corporation and inure to the benefit of the heirs, executors and administrators of the person.

6.06. **Insurance.** The Corporation has the power and authority to purchase and maintain insurance or another arrangement on behalf of any Person who is or was a Director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, of other management against any liability asserted against the person and incurred by the person in any capacity or arising out of the status of the person, irrespective of whether the Corporation would have the power to indemnify and hold the person harmless against the liability under the provisions of these Bylaws. Without limiting the power of the Corporation to procure or maintain any kind of insurance or other arrangement, the Corporation may, for the benefit of persons indemnified by the Corporation:

- (a) **Trust Fund.** Create a trust fund;
- (b) **Self-insurance.** Establish any form of self-insurance;
- (c) **Grant.** Secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation; or
- (d) **Letter of Credit.** Establish a letter of credit, guaranty, or surety arrangement.
- (e) **Insurance.** The insurance or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person deemed appropriate by the Board of Directors regardless of whether all or part of the stock or other securities of the insurer or other person are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Board of Directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in the arrangement is conclusive and the insurance or arrangement is not voidable and is not subject to the Directors approving the insurance or arrangement to liability on any ground.

6.07. **Notice.** Any indemnification or advance of expenses to a present or former director of the Corporation in accordance with this Article 6 is reported in writing to the Members of the Corporation with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission of a consent to action without a meeting and, in any case, within the next twelve month period immediately following the indemnification or advance.

## Article 7

### Taxes, Books, Records

7.01. **Tax Returns.** The Corporation will prepare and file all necessary federal and state income tax returns for the Corporation, including making the elections described in Section 7.02.

7.02. **Tax Elections.** The Board of Directors will determine the calendar year of the Corporation, the method of accounting and other elections the Board of Directors deems appropriate in the best interests of the Corporation

7.03. **Maintenance of Books.** The Corporation will keep books and records of accounts and Members and will keep minutes of the proceedings of its Board of Directors and Members.

## Article 8

### General Provisions

8.01. **Notices.** Except as expressly set forth to the contrary in these Bylaws, all notices, requests or consents provided for or permitted to be given under these Bylaws must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage prepaid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier or by facsimile transmission; and a notice, request or consent given under these Bylaws is effective on receipt by the Person to receive it.

8.02. **Entire Agreement.** These Bylaws constitute the entire bylaws of the Members relating to the Corporation and supersedes all prior contracts or bylaws with respect to the Corporation, whether oral or written.

8.03. **Effect of Waiver or Consent.** A waiver or consent, express or implied, to any breach or default by any Person in the performance by that Person of its obligations with respect to the Corporation is not a consent or waiver to any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Corporation. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Corporation, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute of limitations period has run.

8.04. **Amendment of Bylaws.** These Bylaws may be altered, amended, or repealed and new Bylaws adopted at any meeting of the Board of Directors at which a quorum is present, by the affirmative vote of a majority of the Directors present at such meeting, provided notice of the proposed alteration, amendment, or repeal be contained in the notice of the meeting.

8.05. **Binding Effect.** These Bylaws are binding on and will inure to the benefit of the Members and their respective heirs, legal representatives, successors and assigns.

8.06. **Governing Law.** These Bylaws are governed by and will be construed in accordance with the laws of the District of Columbia.

8.07. **Further Assurances.** In connection with these Bylaws and the transactions contemplated, each Member will execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of these Bylaws and those transactions.

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

8.09. **Conflicts.** In the event of a direct conflict between the provisions of these Bylaws and any provision of the Articles of Incorporation, these Bylaws controls unless a mandatory provision of the Act would otherwise control.

8.10. **Construction.** Whenever the context so requires, the masculine includes the feminine and neuter, and the singular includes the plural, and conversely. If a court holds that any portion or provision of these Bylaws are invalid or inoperative, then, so far as is possible, the remainder of these Bylaws will be considered valid and operative, and effect will be given to the intent manifested by the portion or provision held invalid or inoperative.

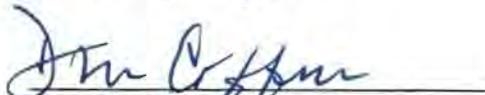
8.11. **Table of Contents; Captions.** The table of contents and captions used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

(Signature Page Follows)

A Majority vote of the Board of Directors confirms the adoption and approval of these Bylaws effective as of the Effective Date.

  
Art Granda, Director

  
Mario Pasquale, Director

  
Don Coffelt, Director

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## Appendix A

### Definitions

1.01. **Definitions.** As used in these Bylaws, the following terms have the following meanings:

- (a) “**Act**” means the District of Columbia Non-Profit Corporation Act.
- (b) “**Articles of Incorporation**” means the document filed with the Secretary of State forming the Corporation as a non-profit Corporation, as amended from time to time.
- (c) “**Board**” or “**Board of Directors**” “**Directors**” means those Persons elected pursuant to Article 3 that have the power to manage the Corporation.
- (d) “**Bylaws**” means the Bylaws of Americans for Financial Security, Inc.
- (e) “**Corporation**” means Americans for Financial Security, Inc., a District of Columbia non-profit corporation.
- (f) “**Majority**” means with respect to 51% of the outstanding votes of the Corporation for both Members and Directors.
- (g) “**Person**” means an individual.
- (h) “**Member**” means a Person admitted to the Corporation pursuant to Section 2.01 of these Bylaws.
- (i) “**Vacancy**” means an unfilled directorship arising by virtue of the death, resignation or removal of a Director duly elected to serve in this capacity in accordance with the relevant provisions of these Bylaws.

**Appendix B**  
**Membership Rules and Regulations**

## INITIAL REQUEST FOR FILING OF AN ASSOCIATION

Name and address of the Association: Americans for Financial Security  
130 E John Carpenter Freeway, Irving, TX 75062

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Name and address of the Policyholder, if different from the association: same

---

Please explain why the Association is not the Policyholder: N/A

---

Association Website: http://www.afswebsite.org/

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Estimated Annual Premium for our Policy: \$400,000

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**Purpose of Association:** AFS is a nationwide association focused on providing access to discounted products and services that help members get the most out of life. By joining AFS, you can leverage the buying power of the group to enjoy significant savings and exclusive member advantages. With the association's negotiating clout, AFS is able to obtain benefits at reduced rates and offer them to members in an affordable package. Further details and specifics are provided in the Articles of Incorporation.

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How does an individual become a member of the association? join the association, and pay monthly dues ranging from \$10 to \$40, depending on the level of membership.

---

Is an individual required to purchase insurance to become a member of the association?     Yes     No

Does an individual automatically become a member of the association if he/she purchases insurance?     Yes     No

Who pays for the insurance? association pays for the insurance out of revenues from members' dues.

---

Does the association currently offer accident insurance?  Yes     No

If yes, who is the current insurance carrier? Chartis

List benefits, discounts and services offered by the association to its members:

Some of the additional benefits of membership include discounts for medical and dental services, consumer discounts (hotel, amusement parks, rental cars, coupon books), emergency roadside assistance, financial and credit counseling, Careington Advantage Card plans, travel assistance, and many more. A complete listing can be found on the association's website. Benefits vary depending on the level of membership elected by the member.

What type of insurance benefits will be offered to association members? Coverages include 24 hr and Common Carrier AD&D (range from \$2,500 to \$45,000), Hospital Accident (\$50/day to \$400/day), Emergency Evacuation (\$4,000). Individual and Family coverage is available. Coverages and benefit amounts vary depending on the level of membership elected by the members.

How will the insurance coverage be marketed to the association members? website, brochure, sub-agents

Identify the Producer who will market the insurance: Resolution Re

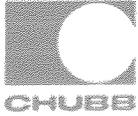
Does the Association have members in the following states? (Check all that apply)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> North Carolina |
| <input checked="" type="checkbox"/> Indiana  | <input checked="" type="checkbox"/> Oregon         |
| <input checked="" type="checkbox"/> Maine    | <input checked="" type="checkbox"/> South Dakota   |
| <input checked="" type="checkbox"/> Maryland |  |

Please include dated, signed copies of the Association's:

- Constitution and By-laws; and
- Articles of Incorporation

Submit this request to Compliance. You will be notified if additional information is needed.



## CHUBB GROUP OF INSURANCE COMPANIES

202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600  
Phone (908) 572-2579

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Date: October 28, 2011

To: State Insurance Departments

From: Brian O'Connell  
Vice President  
Chubb & Son, a division of Federal Insurance Company

Subject: Filing Authority for Coulter & Associates, Inc.

Federal Insurance Company has engaged the services of Coulter & Associates to assist with its group eligibility filings. I hereby authorize Coulter and Associates, Inc. to represent Federal Insurance Company in regard to these eligible group filings for currently approved forms.

Signature: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read 'Brian O'Connell', is written over a horizontal line.