

SERFF Tracking Number: CCGN-128258241 State: Arkansas  
Filing Company: Life Insurance Company of North America State Tracking Number:  
Company Tracking Number: 12-5002AR  
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: Group Accident  
Project Name/Number: LA Times/12-5002AR

## Filing at a Glance

Company: Life Insurance Company of North America

Product Name: Group Accident SERFF Tr Num: CCGN-128258241 State: Arkansas  
TOI: H03G Group Health - Accidental Death & SERFF Status: Closed- State Tr Num:  
Dismemberment Disapproved  
Sub-TOI: H03G.000 Health - Accidental Death Co Tr Num: 12-5002AR State Status: Disapproved-Closed  
& Dismemberment  
Filing Type: Form Reviewer(s): Rosalind Minor  
Author: Carolyn Caldwell Disposition Date: 04/16/2012  
Date Submitted: 04/11/2012 Disposition Status: Disapproved  
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: LA Times Status of Filing in Domicile: Not Filed  
Project Number: 12-5002AR Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments: NA  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Group Market Type: Trust Overall Rate Impact:  
Filing Status Changed: 04/16/2012  
State Status Changed: 04/16/2012 Deemer Date:  
Created By: Carolyn Caldwell Submitted By: Carolyn Caldwell  
Corresponding Filing Tracking Number: 12-5002AR

Filing Description:

Enclosed are the above referenced forms and trust document for your review and approval. These forms are not intended to replace any other form currently approved by your department. This form has not been filed with our state of domicile since Pennsylvania does not require the filing of forms intended for delivery outside their state pursuant to PA Notices 96-1 and/or 96-13.

The forms will be used with our Group Accident Policy GA-00-1000.00, et al previously approved by your department. The forms are intended for issue to eligible groups primarily through a Media Group Insurance Trust located in the state of Rhode Island. The types of groups to be covered include specifically, but is not limited to, employer/employee groups,

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bonafide associations, and other eligible groups defined by your law.

State Narrative:

## Company and Contact

### Filing Contact Information

Carolyn Caldwell, Compliance Operations carolyn.caldwell@cigna.com  
 Analyst  
 1601 Chestnut Street 215-761-8529 [Phone]  
 Philadelphia, PA 19192 215-761-5609 [FAX]

### Filing Company Information

Life Insurance Company of North America CoCode: 65498 State of Domicile: Pennsylvania  
 1601 Chestnut Street Group Code: 901 Company Type:  
 TL16D Group Name: State ID Number:  
 Philadelphia, PA 19192 FEIN Number: 23-1503749  
 (215) 761-8442 ext. [Phone]

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: Fee calculated based on state's requirement.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Life Insurance Company of North America	\$100.00	04/11/2012	57894027

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Rosalind Minor	04/16/2012	04/16/2012

*SERFF Tracking Number:* CCGN-128258241 *State:* Arkansas  
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Dismemberment *Dismemberment*  
*Product Name:* Group Accident  
*Project Name/Number:* LA Times/12-5002AR

## **Disposition**

Disposition Date: 04/16/2012

Implementation Date:

Status: Disapproved

Comment:

After reviewing the information submitted on the Media Group Insurance Trust, we do not see that it constitutes a group eligible for insurance under Arkansas Statutes.

The group must be actively engaged in activities other than insurance for the benefit of its members. It would seem the group was formed primarily for the purpose of solicitation of insurance which is contrary to our statutes. Therefore, we cannot approved the trust as being eligible for group insurance.

Thank you for your understanding in this matter.

Rate data does NOT apply to filing.

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 Dismemberment Dismemberment  
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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	Disapproved	Yes
<b>Supporting Document</b>	Application	Disapproved	Yes
<b>Supporting Document</b>	Filing Letter	Disapproved	Yes
<b>Supporting Document</b>	Trust Document	Disapproved	Yes
<b>Form</b>	Non-Professional Sports	Disapproved	Yes
<b>Form</b>	Private Passenger Benefits While on the Freeway	Disapproved	Yes

SERFF Tracking Number: CCGN-128258241 State: Arkansas  
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## Form Schedule

Lead Form Number: GA-00-2305.00

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Disapprove d 04/16/2012	GA-00- 2305.00	Policy/Cont	Non-Professional ract/Fratern Sports al Certificate	Initial			GA-00- 2305.00 Non- Professional Sports Coverage.pdf
Disapprove d 04/16/2012	GA-00- 2310.00	Policy/Cont	Private Passenger ract/Fratern Benefits While on the al Freeway Certificate	Initial			GA-00- 2310.00 Private Passenger Coverage while on the Freeway.pdf

## [NON-PROFESSIONAL SPORTS COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when {the Covered Person} suffers a {Covered Loss} resulting directly and independently of all other causes from a Covered Accident. The Accident must occur while {the Covered Person} is participating in any of the following covered Sports Activities on a Non-Professional basis:

- [[1. Organized athletics sponsored by an educational, church or community organization.]]
- [[2. Swimming in a place designated for such purpose.]]
- [[3. Boating or pleasure (including ice boating).]]
- [[4. Fishing for pleasure (including ice fishing).]]
- [[5. Skin or scuba diving.]]
- [[6. Skiing (including water skiing).]]
- [[7. Archery at a place designated for such purposes.]]
- [[8. Horseshoes, bowling and darts.]]
- [[9. Tennis, volleyball, handball, squash and similar court games.]]
- [[10. Playing Golf.]]
- [[11. Hunting at a place designated for such purpose; and]]
- [[12. Horseback riding.]]

### Definitions

**Non-Professional Sports Activities** - means those Sports Activities specified above that the {Covered Person} participates in on a Non-Professional basis. The {Covered Person} may not receive financial gain for such participation.

### Exclusions

- [[1. This coverage will not be in effect during any sports activity if it is sponsored, organized, supervised, scheduled or otherwise provided by a Sports Organization except for athletics sponsored by an educational, church or community organization.]]
- [[2. This coverage will not be in effect during travel to or from any Sports Activity.]]
- [[3. This coverage will not be in effect during travel to, or participation in, any Covered Sports Activity that takes place outside the {contiguous United States, including Alaska and Hawaii} unless We have agreed in advance to provide it.]]

{Other} exclusions that apply to this coverage are in the *Common Exclusions* Section.]

**[PRIVATE PASSENGER COVERAGE WHILE ON THE FREEWAY**

We will pay benefits described in this policy if {the Covered Person} suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident while driving or riding as a passenger in a Motor Vehicle on the Freeway.

Benefits will also be paid for Specified Loss resulting from:

- 1. being accidentally thrown from a Motor Vehicle while on a freeway (provided the {Covered Person} is not the driver of the Motor Vehicle carrying passengers for hire); or
- 2. getting in or out of a Motor Vehicle on a Freeway; or
- 3. being struck, knocked down or run over by a Motor Vehicle while walking or standing on a Freeway.

**DEFINITIONS**

**Freeway** - means an express highway, turnpike, interstate, or thruway with all the following characteristics:

- a) there are separate roadways for traffic in opposite directions and each roadway has two or more lanes;
- b) crossroads are separated in elevation from the roadway such that there is no cross-traffic at the grade, and
- c) there is no access from the roadway to the roadside, except at designated entrance and exit roadways.

A {Covered Person} enters a Freeway when he or she enters an on-ramp. A {Covered Person} leaves a Freeway when he or she:

- a) reaches the first stop light or stop sign, or leaves the off-ramp; or
- b) is within 100 feet of the first crossroad after leaving a Freeway; or
- c) reaches the end of a Freeway as designated by a sign or marker.

**Exclusions** [We will not pay benefits for {the Covered Person's} Covered Loss if:

- 1. the {Covered Person} is the driver of the Motor Vehicle carrying passengers for hire; or
- 2. he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.]

{Other} exclusions that apply to this coverage are in the *Common Exclusions* Section.]

GA-00-2310.00

<i>SERFF Tracking Number:</i>	<i>CCGN-128258241</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Life Insurance Company of North America</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>12-5002AR</i>		
<i>TOI:</i>	<i>H03G Group Health - Accidental Death &amp; Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03G.000 Health - Accidental Death &amp; Dismemberment</i>
<i>Product Name:</i>	<i>Group Accident</i>		
<i>Project Name/Number:</i>	<i>LA Times/12-5002AR</i>		

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Disapproved	04/16/2012
<b>Comments:</b>			
<b>Attachment:</b>			
	LINA Flesch Cert.pdf		

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Application	Disapproved	04/16/2012
<b>Comments:</b>			
	Form # TL-009320		
<b>Attachment:</b>			
	Approval-A&S.pdf		

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Filing Letter	Disapproved	04/16/2012
<b>Comments:</b>			
<b>Attachment:</b>			
	Filing Letter.pdf		

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Trust Document	Disapproved	04/16/2012
<b>Comments:</b>			
<b>Attachment:</b>			
	Updated Media Goup Ins Trust Document.pdf		

Life Insurance Company of North America  
1601 Chestnut Street  
P.O. Box 7716  
Philadelphia, PA 19192-2235

**READABILITY CERTIFICATION**

We, the Life Insurance Company of North America, certify that we have carefully scored the forms listed below, using the Flesch Readability Test, in accordance with applicable readability standards. These forms were scored separately and in their entirety.

<b>Form Number</b>	<b>Description of Form</b>	<b>Score</b>
GA-00-2310.00	Private Passenger while on the Freeway	54.7
GA-00-2305.00	Non-Professional Sports Coverage GA	42.2

Signature:



Name: Edmund J. Skowronek

Title: Assistant Secretary

Date: 3/06/2012

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## Disposition Report

Report Type: Disposition Report  
Created by Rosalind Minor on 03/24/2006

Filing Originally Sent: 03/08/2006 11:58:59 AM  
Sent: 03/24/2006 01:38:34 PM

State: Arkansas  
SERFF Tracking No.: USPH-6MPNTS854/00-00/00-01/00  
Lead Company: CIGNA Group Insurance  
Product Name: Evidence of Insurability/Medical Questions  
Filing Date: 03/08/2006

Response To: TransmittalHeader  
Response To SERFF Tracking No.: USPH-6MPNTS854/00-00/00-00/00  
Company: Life Insurance Company of North America  
Project Name: EVI  
Project No.: None

State Tracking No.: 32134  
TOI: H11G Group Health - Disability Income  
Disposition: Approved  
Reviewer Phone No.: None

Company Tracking No.: None  
Sub TOI: H11G.005 Combined Short Term and Long Term  
SERFF Status: None

No disposition descriptions.

Disposition: Approved  
Disposition Date: 03/24/2006  
Effective Date Type: None  
Effective Date: None  
Implementation Date: None  
Deemer Date: 04/10/2006  
Comments: None

### Applies to Components

CH 01/00 -- Uniform Transmittal Document  
CH 02/00 -- Certification/Notice  
CH 03/00 -- Application  
CH 04/00 -- Cover Letter  
CH 05/00 -- Revised Uniform Transmittal

**File Attachments:** None

April 11, 2012



TL16D  
1601 Chestnut Street  
Philadelphia, PA 19192  
Telephone 215-761-8529  
Facsimile 215-761-5609  
*Carolyn.Caldwell@cigna.com*

ATT: Jay Bradford, Commissioner  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

Re: Life Insurance Company of North America

NAIC #: 0901 – 65498

Non-Professional Sports (GA-00-  
2305.00) Private Passenger Benefits  
While on the Freeway (GA-00-2310.00)  
Media Group Insurance Trust

FEI Number: 23-1503749

Company Filing: #12-5002AR

Serff Filing#: CCGN-128258241

Dear Commissioner Bradford:

Enclosed are the above referenced forms and trust document for your review and approval. These forms are not intended to replace any other form currently approved by your department. This form has not been filed with our state of domicile since Pennsylvania does not require the filing of forms intended for delivery outside their state pursuant to PA Notices 96-1 and/or 96-13.

The forms will be used with our Group Accident Policy GA-00-1000.00, et al previously approved by your department. The forms are intended for issue to eligible groups primarily through a Media Group Insurance Trust located in the state of Rhode Island. The types of groups to be covered include specifically, but is not limited to, employer/employee groups, bonafide associations, and other eligible groups defined by your law.

We appreciate you taking the time to review this form and trust that you will find everything in order. If you should have any questions or require additional information, please do not hesitate to e-mail me at [Carolyn.Caldwell@cigna.com](mailto:Carolyn.Caldwell@cigna.com) or call me collect at 215.761.8529.

Very truly yours,

A handwritten signature in black ink, appearing to read "Carolyn Caldwell", written in a cursive style.

Carolyn Caldwell

## **MEDIA GROUP INSURANCE TRUST II**

THIS TRUST AGREEMENT entered into as of this 1<sup>st</sup> day of **March, 2012**, by and between **Pro-Mark Professional Marketing & Insurance Services, Inc.**, a corporation organized under the laws of the State of California and established in the City of Pasadena in said state (which with any successor or successors thereto is hereinafter referred to as the "Settlor"), and **BankNewport**, a Rhode Island financial institution organized under the laws of the State of Rhode Island and established in the City of Newport (which, with any successor or successors thereto, is hereinafter referred to as the "Trustee"), is made for the purpose of having group insurance contracts (hereinafter "Contracts") issued to the Trustee in accordance with the applicable provisions of the laws regulating the business of insurance for the benefit of subscribers, readers, viewers and/or listeners of various media and their spouses and/or dependents who have been approved for coverage by the insurance company or companies issuing insurance contracts under this trust. The trust is entitled **Media Group Insurance Trust II** (hereinafter referred to as the "Trust").

In consideration of the mutual covenants and agreements herein, it is hereby agreed as follows:

**1. THE TRUST FUND** - The Trust Fund shall consist of the insurance Contracts issued to the Trustee and any cash received by the Trustee for purposes of the Trust. The Trustee will apply for such Contracts as are from time to time designated by the Settlor or Administrator in writing, to the extent such applications are required. The sole responsibility of the Trustee under the Contracts and under the terms of this Trust Agreement will be to hold the Contracts as Contractholder. As Contractholder, the Trustee will execute the Contracts if requested by the Settlor or Administrator to do so, and will upon the written direction of the Settlor or Administrator accept for addition to the Contracts and will execute in accordance with such direction any riders, endorsements or amendments to the Contracts as may be supplied to the Trustee by the Settlor or Administrator.

**THE INSURANCE FUND** - The Insurance Fund shall consist of the premiums paid by the participants or insureds to the Insurer or Administrator to purchase insurance under the Contracts. The Insurance Fund shall be part of the Trust Fund, but shall not be the responsibility of the Trustee to administer.

**2. SOLE DUTY AND RESPONSIBILITY OF TRUSTEE** - The Trustee will have no duties or responsibilities other than to be Contractholder of the Contracts as set forth in Section 1 of this Trust Agreement and shall have no responsibility whatsoever to exercise any rights or options under the Contracts except as directed in writing by the Settlor or Administrator. As Contractholder, the Trustee assumes no discretionary responsibilities and does not act as a fiduciary except with respect to exercising its duties as Contractholder. Without limiting the foregoing, it is specifically agreed that:

**(a)** No payments under the Contracts will be the responsibility of the Trustee or payable to the Trustee. Payments under the Contracts will be made to the insureds, beneficiaries or other

persons entitled thereto under the Contracts. Any dividend shall be used to reduce premiums or shall be paid to the Participants or insureds by the insurance company issuing the Contract.

(b) No person will have any financial interest in or claim against the Trust or the Trustee with respect to benefits payable under the Contracts or otherwise.

(c) Neither the Trust nor the Trustee will be liable to any person for any action or failure to take action by the Settlor or Administrator.

(d) The Trustee will not engage in marketing, solicitation, collection of premiums or dividends, benefit payment, record keeping or other administrative function.

(e) The Trustee will have no investment powers or responsibilities or duty to preserve the assets of the Trust and will have no duty or responsibility to monitor or review the investment decisions or responsibilities, if any, of any person or organization with respect to this Trust.

(f) The Trustee will not be liable for the form, genuineness, validity, sufficiency or effects of the Contracts, nor for any act of any person or persons that may render the Contracts null and void. The Trustee shall have no authority to determine what Contracts are held in the Trust or the terms of such Contracts or control over management or disposition of such Contracts.

(g) The Trustee will not be liable for any delay in any payment under the Contracts resulting from any provision therein or otherwise nor should the Contracts lapse or otherwise will the Trustee be liable.

(h) The Trustee will have no responsibility in connection with the execution or approval of any document (including any application) with respect to participation in the Contracts.

(i) The Trustee shall not be required to undertake or defend any litigation which may arise by reason of the existence of the Contracts or this Agreement unless first satisfactorily indemnified in accordance with Section 7 of this Trust Agreement.

Nothing in this Section 2, however, will operate to reduce or avoid any liability of the Trust or Trustee for breach of the Trustee's duty to apply for and hold the Contracts, and to accept and execute certain documents, in accordance with Section 1 of this Trust Agreement.

**3. TERMINATION OF TRUST; REPLACEMENT OF TRUSTEE** - This Trust may be terminated by written notice from the Settlor to the Trustee. It may not be terminated by the Trustee without the written approval of the Settlor.

Whenever any insurance company issuing a Contract hereunder has terminated coverage under that Contract and there shall be fewer than twenty individual insureds covered under that Contract, this Trust shall terminate with respect to that Contract as of the next premium due date. The Trustee may resign its trusteeship at any time, upon not less than 30 days written notice to the Settlor, or upon the appointment of a successor trustee, whichever is sooner. The Settlor may remove the Trustee at any time upon not less than 30 days written notice to the Trustee.

Upon such resignation or removal, the Settlor will appoint a successor trustee which will accept the trusteeship in writing. Should the trust be terminated or should the Trustee resign or be removed and no successor trustee has been appointed within 30 days of the resignation or removal, the Trustee will immediately return the Contracts to the Settlor and will no longer be the Contractholder thereunder. Upon transfer and delivery of the Contracts to the successor trustee or the Settlor, the Trustee shall be fully released and discharged from all further obligations and liabilities hereunder, any successor trustee shall succeed to and be vested with all of the powers, rights, discretions, obligations and immunities conferred upon the Trustee.

No Trustee hereunder shall be obligated to review the acts, or failure to act, of any prior Trustee, nor shall any Trustee be liable for the acts, or failure to act, of any prior Trustee.

**4. ADMINISTRATOR** - The Settlor has appointed **Pro-Mark Professional Marketing & Insurance Services, Inc.** as Administrator to administer the group insurance program of which the Trust is a part. The authority and responsibility of the Administrator shall be determined by agreement between the Settlor and the Administrator. The Trustee shall not be responsible in any way for the selection or continued retention of the Administrator, such selection and retention being entirely the responsibility of the Settlor.

**5. RELIANCE BY TRUSTEE** - The Trustee may rely upon any certificate, notice or direction purporting to have been signed by or on behalf of the Settlor or the Administrator which the Trustee reasonably believes to be genuine. The Settlor shall advise the Trustee of the person serving as the Administrator, and the Trustee may rely on such advice until it is specifically notified of a change by the Settlor. The Trustee shall not be bound by any notice or direction from the Settlor unless or until it shall have been received in writing at its office in Newport, Rhode Island. Notices or communications from the Trustee to the Settlor or the Administrator shall be sent to the address identified by the Settlor to the Trustee as the appropriate one for communications regarding the Trust.

**6. TRUSTEE'S FEE AND EXPENSES** - The Trustee may charge a reasonable fee for its services and shall be reimbursed for any expenses incurred by it. The Trustee may employ legal counsel of its own choosing and shall be reimbursed for the fees incurred. All such fees and expenses, including legal fees, shall be paid by the Administrator, or by the Settlor to the extent they are not paid by the Administrator.

**7. INDEMNIFICATION OF TRUSTEE** - The Trust and Trustee shall be indemnified, protected and held harmless by the Settlor against any and all costs, expenses, attorneys' fees, losses, judgments and liabilities of any nature arising out of any claim, demand or cause of action, whether asserted by the Trust or Trustee against another or by another against the Trust, the Trustee or anyone else, resulting from or in any manner related to the Trust or to the Trustee serving as or having served as Trustee of the Trust. In addition, the Trustee shall be indemnified by the insurance company issuing any Contracts hereunder for all costs, expenses and liabilities, including attorneys' fees, incurred by the Trustee in the performance of its duties hereunder. It is the obligation of the Administrator to arrange for such indemnification of the Trustee.

8. **ENTIRE AGREEMENT** - This Trust Agreement represents the entire agreement between the Settlor and the Trustee. It may be amended or modified only by written agreement between the Settlor and Trustee.

9. **APPLICABLE LAW** - This Trust Agreement is delivered to and accepted by the Trustee in the State of Rhode Island and is in all respects to be governed by the laws of Rhode Island.

This Trust Agreement is duly executed by:

**PRO-MARK PROFESSIONAL MARKETING & INSURANCE SERVICES, INC.**

(Settlor)

BY: Michael F. Ost

TITLE: PRESIDENT / CEO

**PRO-MARK PROFESSIONAL MARKETING & INSURANCE SERVICES, INC.**

(Settlor)

BY: Michael F. Ost

TITLE: PRESIDENT / CEO

**BankNewport**

(Trustee)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_