

820148

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

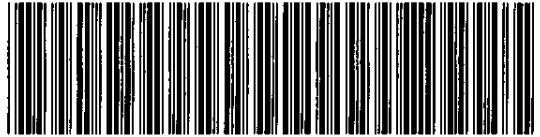
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



100117474991

*Name Change  
Amend*

02/11/08--01044--023 \*\*52.50

FILED  
2008 FEB 11 PM 2:16  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*Lavonne Moore gave  
permission to change  
the date in paragraph  
4 to 12/27/07*

*ADR*

*See 789, 00641, 00612 2/22/08*

# DEWEY & LEBOEUF

Dewey & LeBoeuf LLP  
125 West 55th Street  
New York, NY 10019-5389

tel +1 212 424 8121  
fax +1 212 424 8500  
aperri@dl.com

February 8, 2008

## **BY FEDERAL EXPRESS**

Florida Department of State  
Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: UCAA Corporate Amendment Filing - Name Change  
Aviva Life and Annuity Company of New York (f/k/a Bankers Life  
Insurance Company of New York) (NAIC # 63932)

To Whom It May Concern:

We write on behalf of our client Aviva Life and Annuity Company of New York (formerly Bankers Life Insurance Company of New York), a New York domiciled life insurer licensed in your state (the "Insurer"). Effective December 31, 2007, the New York Insurance Department, the Insurer's domiciliary regulator, approved the merger of Aviva Life Insurance Company of New York, a New York domiciled life insurer, with and into its affiliate Bankers Life Insurance Company of New York, with Bankers Life Insurance Company of New York to survive the merger under the name "Aviva Life and Annuity Company of New York". Accordingly, the Insurer proposes to change its name in the records of your state as of **December 31, 2007 to Aviva Life and Annuity Company of New York.**

On behalf of the Insurer, we enclose the Application By Foreign Profit Corporation To File Amendment To Application For Authorization To Transact Business in Florida, along with a check in the amount of \$52.50 payable to Florida Department of State, consisting of the applicable filing fee, fee for a certified copy of Certificate of Status and certified copy of the application.

Amendment Section  
Division of Corporations  
February 8, 2008  
Page 2

We sincerely thank you for your assistance and cooperation in this matter. Should you have any questions, please do not hesitate to contact me.

Respectfully submitted,

  
Adam Perri

Enclosure

cc: Brad McManus

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Aviva Life and Annuity Company of New York (f/k/a Bankers Life Insurance Company of NY)  
(Name of Corporation)

**DOCUMENT NUMBER:** 820148

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Adam Perri

(Name of Contact Person)

Dewey & LeBoeuf LLP

(Firm/Company)

125 West 55th Street

(Address)

New York, NY 10019

(City/State and Zip Code)

For further information concerning this matter, please call:

Adam Perri

(Name of Contact Person)

at ( 212 ) 424-8121

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐

\$35.00 Filing Fee

☐

\$43.75 Filing Fee &  
Certificate of Status

☐

\$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☒

\$52.50 Filing Fee,  
Certificate of Status &  
Certified Copy  
(Additional copy is  
enclosed)

**Mailing Address:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

# DEWEY & LeBOEUF

Dewey & LeBoeuf LLP  
125 West 55th Street  
New York, NY 10019-5389

tel +1 212 424 8472  
fax +1 212 649 1165  
troach@dl.com

February 20 2008

## VIA FEDERAL EXPRESS

Annette Ramsey  
Regulatory Specialist II  
Florida Department of State  
Division of Corporations  
Clifton building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Re: Aviva Life and Annuity Company of New York (f/k/a Bankers Life  
Insurance Company of New York) **Ref. No.: 820148**  
Application by Foreign Profit Corporation to File Amendment to  
Application for Authorization to Transact Business in Florida

Dear Ms. Ramsey:

Reference is made to your letter dated February 13, 2008 (copy attached), regarding the captioned filing. Pursuant to your letter, attached please find a certificate from the New York Insurance Department, the official having custody of the records of the captioned insurer, evidencing the company's name change to "Aviva Life and Annuity Company of New York". We have also enclosed the captioned company's Application by Foreign Profit Corporation to File Amendment to Application for Authorization to Transact Business in Florida.

As noted in your letter, a check in the amount of \$52.50 payable to the Florida Department of State was submitted with our original filing. Accordingly, we would appreciate your issuing, at your earliest convenience, a certified Certificate of Status, along with a certified copy of the application, in the company's new name.

Annette Ramsey  
February 20, 2008  
Page 2

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Taliah S. Roach', with a stylized, cursive script.

Taliah S. Roach

Enclosures



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

February 13, 2008

Adam Perri  
Dewey & LeBoeuf LLP  
125 West 55th Street  
New York, NY 10019-5389

SUBJECT: BANKERS LIFE INSURANCE COMPANY OF NEW YORK  
Ref. Number: 820148

We have received your document for BANKERS LIFE INSURANCE COMPANY OF NEW YORK and your check(s) totaling \$52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

A certificate or a document of similar import evidencing the amendment must be submitted with the application. The certificate should be authenticated as of a date not more than 90 days prior to delivery of the application to the Department of State by the Secretary of State or other official having custody of the records in the jurisdiction under the laws of which it is incorporated, formed, or organized. A translation of the certificate, under oath or affirmation of the translator, must be attached to a certificate which is not in English.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6907.

Annette Ramsey  
Regulatory Specialist II

Letter Number: 108A00009490

**PROFIT CORPORATION**  
**APPLICATION BY FOREIGN PROFIT CORPORATION TO FILE AMENDMENT TO**  
**APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

(Pursuant to s. 607.1504, F.S.)

**SECTION I**  
**(1-3 MUST BE COMPLETED)**

820148

(Document number of corporation (if known))

1. Bankers Life Insurance Company of New York

(Name of corporation as it appears on the records of the Department of State)

2. New York

(Incorporated under laws of)

3. 01/03/1967

(Date authorized to do business in Florida)

**SECTION II**  
**(4-7 COMPLETE ONLY THE APPLICABLE CHANGES)**

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? December 27, 2007

5. Aviva Life and Annuity Company of New York

(Name of corporation after the amendment, adding suffix "corporation," "company," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation)


(If new name is unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

6. If the amendment changes the period of duration, indicate new period of duration.

\_\_\_\_\_  
(New duration)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction.

\_\_\_\_\_  
(New jurisdiction)

  
(Signature of a director, president or other officer - if in the hands of a receiver or other court appointed fiduciary, by that fiduciary)

Christopher J. Littlefield  
(Typed or printed name of person signing)

Secretary  
(Title of person signing)

**FILED**  
2008 FEB 11 PM 2:16  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



**Short Certificate**

**STATE OF NEW YORK  
INSURANCE DEPARTMENT**

**It is hereby certified that** the attached Agreement and Plan of Merger between Indianapolis Life Insurance Company, of the State of Indiana, Bankers Life Insurance Company of New York, of Woodbury, New York and Aviva Life Insurance Company of New York, of Buffalo, New York, whereby Aviva Life Insurance Company of New York, merges with and into, Bankers Life Insurance Company of New York, (surviving corporation), which is then renamed Aviva Life and Annuity Company of New York, as approved by this Department, December 27, 2007, pursuant to Section 7105 of the New York Insurance Law

**Has been compared with the original on file in this Department and that it is a correct transcript therefrom and of the whole of said original.**



**In Witness Whereof**, I have here-  
unto set my hand and affixed  
the official seal of this Department  
at the City of Albany, this  
8th day of February, 2008.

*Clark J. Williams*  
Clark J. Williams  
Special Deputy Superintendent

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of the 18th day of December, 2007, between Indianapolis Life Insurance Company, a stock insurance company organized under the laws of the State of Indiana ("Parent"), Bankers Life Insurance Company of New York, a stock insurance company organized under the laws of the State of New York and wholly-owned subsidiary of Parent ("BLNY"), and Aviva Life Insurance Company of New York, a stock insurance company organized under the laws of the State of New York ("ALNY").

**W I T N E S S E T H:**

**WHEREAS**, Parent, BLNY and ALNY have determined that it would be in their respective best interests and the best interests of their respective shareholders to effect the transactions contemplated by this Agreement; and

**WHEREAS**, in furtherance thereof, the respective Boards of Directors of Parent, BLNY and ALNY, and the respective sole shareholders of each of BLNY and ALNY, have duly approved the merger of ALNY with and into BLNY upon the terms and subject to the conditions of this Agreement (the "Merger");

**NOW, THEREFORE**, in order to effect the transactions contemplated by this Agreement and in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

Section 1. The Merger. (a) Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below) and in accordance with the provisions of this Agreement and the New York Insurance Law (the "NYIL"), ALNY shall be merged with and into BLNY in accordance with Article 71 of the NYIL, and the separate existence of ALNY shall thereupon cease, and BLNY, which shall be and which is hereinafter sometimes referred to as the "Surviving Company," shall continue its corporate existence under the laws of the State New York under the name "Aviva Life and Annuity Company of New York."

(b) As soon as is practicable after the satisfaction or, if permitted, waiver of the conditions set forth in Section 3 hereof, the parties hereto shall cause the Merger to be consummated by causing a certified copy of the Agreement, with the approval of the Superintendent of Insurance of the State of New York (the "Superintendent") endorsed thereon, to be filed in the office of the clerk of the county where the principal office of BLNY and ALNY is located, as required by Section 7108 of the New York Insurance Law, but in any case such filing shall take place no later than 30 days after the issuance of such approval by the Superintendent. Failure to make such filing within such period shall be considered to invalidate this Agreement even if such filing is ultimately made. The Merger shall become effective on the later of (i) December 31, 2007 at 11:59 p.m. or (ii) the date on which a copy of this Agreement with the approval of the Superintendent endorsed thereon has been filed with each county clerk's office (as described above) (the "Effective Time").

(c) From and after the Effective Time, the Merger shall have all the effects set forth in the NYIL. Without limiting the generality of the foregoing, and subject thereto, by virtue of the Merger and in accordance with the NYIL, all of the properties, rights, privileges, powers and franchises of BLNY and ALNY shall vest in the Surviving Company and all of the debts, liabilities and duties of BLNY and ALNY shall become the debts, liabilities and duties of the Surviving Company. All policies of insurance issued by either BLNY or ALNY shall, as of the Effective Time, become policies of insurance of the Surviving Company.

(d) The charter in the form attached hereto as Exhibit A shall be the charter of the Surviving Company from and after the Effective Time until thereafter amended in accordance with the provisions thereof and the NYIL.

(e) The by-laws in the form attached hereto as Exhibit B shall be the by-laws of the Surviving Company from and after the Effective Time until altered, amended or repealed as provided therein or in the charter of the Surviving Company and the NYIL.

(f) As of the Effective Time, the Board of Directors and the officers of the Surviving Company shall be the then serving directors and officers of BLNY, to serve until the earlier of the resignation or removal of any such individual or until their respective successors are duly elected and qualified, as the case may be.

Section 2. Disposition of Shares. The manner and basis of converting the shares of stock of BLNY and ALNY into shares of stock of the Surviving Company shall be as follows:

(a) Each share of capital stock, par value \$435.00 per share, of BLNY that is issued and outstanding immediately prior to the Effective Time shall be converted into one fully paid and nonassessable share of common stock, par value \$435.00 per share, of the Surviving Company ("Surviving Company Capital Stock").

(b) Each share of capital stock, par value \$100.00 per share, of ALNY ("ALNY Capital Stock"), that is issued and outstanding immediately prior to the Effective Time shall by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive from Parent an amount in cash equal to \$59,800,000 divided by the number of issued and outstanding shares.

(c) As of the Effective Time, all ALNY Capital Stock converted pursuant to Section 2(b) hereof shall no longer be outstanding and shall automatically be cancelled and retired and shall cease to exist, and each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding ALNY Capital Stock shall cease to have any rights as shareholder of ALNY, except the right to receive from Parent the consideration (as described in Section 2(b) hereof) for ALNY Capital Stock held by such holder.

Section 3. Conditions Precedent to Merger. The respective obligations of Parent, BLNY and ALNY to effect the Merger shall be subject to the satisfaction of the following conditions:

(a) All consents, authorizations, orders and approvals of (or filings or registrations with) any governmental authority including, but not limited to, the Superintendent, required in connection with the execution, delivery and performance of this Agreement shall have been obtained.

(b) All authorizations, consents, waivers and approvals from parties to contracts or other agreements to which any of Parent, BLNY or ALNY is a party, or by which any of them is bound, as may be required to be obtained by them in connection with the performance of this Agreement, the failure to obtain which would prevent or alter the effect of the consummation of the Merger or would be material to Parent or the Surviving Company, shall have been obtained.

(c) No court, agency or other authority shall have issued any order, decree or judgment to set aside, restrain, enjoin or prevent the Merger and no statute, rule, regulation, executive order, decree or injunction shall have been enacted, promulgated or enforced by any United States court or governmental authority of competent jurisdiction which prohibits the consummation of the Merger.

(d) No litigation shall be pending which seeks to enjoin, prohibit or in any way restrict the consummation of the Merger, or alter the effect thereof.

Section 4. Further Assurances. From time to time, as and when requested by BLNY, ALNY shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as BLNY may deem necessary or desirable in order to vest in and confirm to the Surviving Company and its successors and assigns, title to and possession of all the properties, rights, privileges, powers and franchises referred to in Section 1(c) hereof and otherwise to carry out the intent and purposes of this Agreement. From time to time, as and when necessary, the Surviving Company shall execute and deliver or cause to be executed and delivered all such other instruments, and shall take or cause to be taken all such further or other actions, as are necessary or desirable in order to assume or otherwise comply with the outstanding debts, liabilities, duties or other obligations of ALNY.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 6. No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 7. Amendments. At any time before or after the approval and adoption of this Agreement by the respective shareholders of BLNY and ALNY, respectively, but prior to the Effective Time, this Agreement may be amended in matters of form or substance, or supplemented by additional agreements, articles or certificates, to the extent permitted by the NYIL, as may be determined in the judgment of the Boards of Directors of Parent, BLNY and ALNY to be necessary, desirable or expedient to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the

consummation hereof and the Merger provided for herein, in accordance with the purpose and intent of this Agreement.

Section 8. Termination and Abandonment. At any time prior to the Effective Time, the Boards of Directors of Parent, BLNY and ALNY may cause the Merger and the transactions contemplated by this Agreement to be abandoned or delayed if such Boards determine that such abandonment or delay would be in the best interests of Parent, BLNY and ALNY and their respective shareholders. In the event of the termination and abandonment of this Agreement and the Merger pursuant to the preceding sentence, this Agreement shall become void and have no effect, without any liability on the part of any of Parent, BLNY or ALNY or their shareholders, directors or officers in respect thereof.

Section 9. No Compensation In Connection With Merger. No director or officer of either BLNY or ALNY or any parent corporation (including Parent) or subsidiary corporation shall receive any fee, commission, compensation or other valuable consideration (other than regular salary or other compensation earned in carrying out his or her normal duties) directly or indirectly for aiding, promoting or assisting in the Merger.

Section 10. Interpretation; Descriptive Headings. (a) For purposes of this Agreement, the words "hereof," "herein," "hereby" and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the singular is used herein, the same shall include the plural, and whenever the plural is used herein, the same shall include the singular, where appropriate.

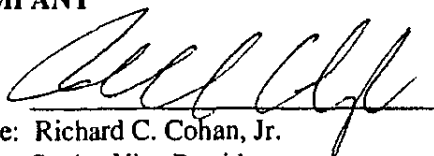
(b) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of this Agreement.

Section 11. Counterparts. This Agreement may be executed by the parties thereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

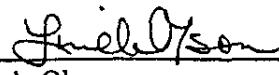
Section 12. Expenses. In the event that the Merger is not effectuated, each of Parent, BLNY or ALNY shall be responsible for all expenses in respect of this Agreement incurred by or attributable to it.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**INDIANAPOLIS LIFE INSURANCE  
COMPANY**

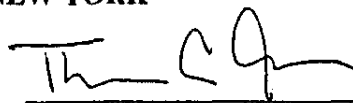
By:   
Name: Richard C. Cohan, Jr.  
Title: Senior Vice President

ATTEST:

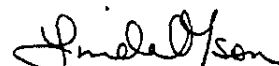
By:   
Name: Linda Olson  
Title: Assistant Secretary

(Corporate Seal)

**BANKERS LIFE INSURANCE COMPANY  
OF NEW YORK**

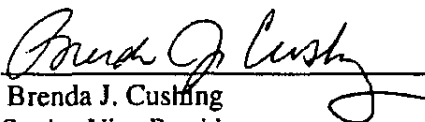
By:   
Name: Thomas C. Godlasky  
Title: President

ATTEST:

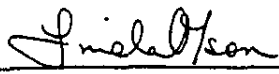
By:   
Name: Linda Olson  
Title: Assistant Secretary

(Corporate Seal)

**AVIVA LIFE INSURANCE COMPANY OF  
NEW YORK**

By:   
Name: Brenda J. Cushing  
Title: Senior Vice President

ATTEST:

By:   
Name: Linda Olson  
Title: Assistant Secretary

(Corporate Seal)

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**EXHIBIT A**  
**CHARTER**  
**OF**  
**AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK**

**CHARTER  
OF  
AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK**

**ARTICLE I.  
Identification**

1.01. The name of the corporation shall be Aviva Life and Annuity Company of New York.

**ARTICLE II.  
Purpose and General Powers**

The purposes for which the corporation is formed are:

2.01. To qualify, engage in, promote, and conduct business as a life insurance company pursuant to the Insurance Law of the State of New York (the "New York Insurance Law") and, as such, to make and sell the kinds of insurance and reinsurance relating to persons as specified in Paragraphs 1, 2 and 3 of Section 1113(a) of the New York Insurance Law, as follows:

- (1) "Life insurance" means every insurance upon the lives of human beings, and every insurance appertaining thereto, including the granting of endowment benefits, additional benefits in the event of death by accident, additional benefits to safeguard the contract from lapse, accelerated payments of part or all of the death benefit or a special surrender value upon (A) diagnosis of terminal illness defined as a life expectancy of twelve months or less, (B) diagnosis of a medical condition requiring extraordinary medical care or treatment regardless of life expectancy, (C) certification by a licensed health care practitioner of any condition which requires continuous care for the remainder of the insured's life in an eligible facility or at home when the insured is chronically ill as defined by Section 7702(B) of the Internal Revenue Code and regulations thereunder, provided the accelerated payments qualify under Section 101(g)(3) of the Internal Revenue Code and all other applicable sections of federal law in order to maintain favorable tax treatment, or (D) certification by a licensed health care practitioner that the insured is chronically ill as defined by Section 7702(B) of the Internal Revenue Code and regulations thereunder, provided the accelerated payments qualify under Section 101(g)(3) of the Internal Revenue Code and all other applicable sections of federal law in order to maintain favorable tax treatment and the insurer that issues such policy is a qualified long term care insurance carrier under Section 4980c of the Internal Revenue Code or provide a special



surrender value, upon total and permanent disability of the insured, and optional modes of settlement of proceeds. "Life insurance" also includes additional benefits to safeguard the contract against lapse in the event of unemployment of the insured or in the event the insured is a resident of a nursing home. Amounts paid the insurer for life insurance and proceeds applied under optional modes of settlement or under dividend options may be allocated by the insurer to one or more separate accounts pursuant to section four thousand two hundred forty of this chapter.

- (2) "Annuities" means all agreements to make periodical payments for a period certain or where the making or continuance of all or some of a series of such payments, or the amount of any such payment, depends upon the continuance of human life, except payments made under the authority of paragraph one hereof. Amounts paid the insurer to provide annuities and proceeds applied under optional modes of settlement or under dividend options may be allocated by the insurer to one or more separate accounts pursuant to section four thousand two hundred forty of this chapter.
- (3) "Accident and health insurance" means (i) insurance against death or personal injury by accident or by any specified kind or kinds of accident and insurance against sickness, ailment or bodily injury, including insurance providing disability benefits pursuant to article nine of the workers' compensation law, except as specified in item (ii) hereof; and (ii) non-cancelable disability insurance, meaning insurance against disability resulting from sickness, ailment or bodily injury (but excluding insurance solely against accidental injury) under any contract which does not give the insurer the option to cancel or otherwise terminate the contract at or after one year from its effective date or renewal date.

2.02. To do such other business as a stock life insurance company now is or hereafter may be permitted to do under the New York Insurance Law, and for which the corporation shall have the required capital and surplus.

### ARTICLE III. Terms of Existence

3.01. The period during which the corporation shall continue is perpetual.

### ARTICLE IV. Principal Office

4.01. The principal office of the corporation shall be located in the County of Nassau, State of New York.

ARTICLE V.  
Paid-In Capital

5.01. The amount of paid-in capital of the corporation is Two Million Two Thousand Three Hundred and Five and 00/100 Dollars (\$2,002,305.00), consisting of Four Thousand Six Hundred and Three (4,603) shares of common stock, with a par value of Four Hundred Thirty Five and no/100 dollars (\$435.00) per share.

ARTICLE VI.  
Terms of Capital Stock

6.01. All shares are of one and the same class with equal rights, privileges, powers, obligations, liabilities, duties, and restrictions. Such shares may be issued for cash or property, tangible or intangible, at such price and amount per share as may be determined by the board of directors.

6.02. The shareholders shall, in accordance with the provisions of the New York Insurance Law, be entitled to receive dividends out of the unreserved and unrestricted earned surplus of the corporation when and as declared by the board of directors, and as approved by the Superintendent of Insurance.

6.03. The board of directors may permit its policyholders from time to time to participate in the profits of its operations through the payment of dividends to policyholders. For the purpose of carrying into effect any such provision, the board of directors may from time to time make reasonable classifications of policies. Every such classification of risks shall be approved with the Superintendent of Insurance as fair and equitable and not unfairly discriminatory.

6.04. In the event of voluntary or involuntary dissolution of the corporation, the shareholders shall be entitled, after payment of all debts and liabilities of the corporation, to share equally in the remaining assets of the corporation.

ARTICLE VII.  
Voting Rights

7.01. Every shareholder shall have the right, at every shareholders' meeting, to vote one vote for each share outstanding in his name on the books of the corporation.

ARTICLE VIII.  
Directors and Officers

8.01. The directors shall manage, control and conduct the business and affairs of the corporation and shall exercise all such powers of the corporation and do all such lawful acts and things necessary or expedient in the control and management thereof, as are not by statute directed or required to be exercised or done by the shareholders. The directors may adopt such rules and regulations for the conduct of their meeting and the management of the corporation as

they deem proper, not inconsistent with the Constitution or laws of the State of New York or the United States.

8.02. The number of directors of the corporation shall be not less than nine (9) and not more than thirteen (13). The specific number of directors to be elected for each ensuing year shall be determined by the board of directors, provided however, that the number of directors shall be increased to thirteen (13) within one year following the end of the calendar year in which the corporation exceeded One Billion Five Hundred Million Dollars (\$1,500,000,000) in admitted assets. A director must be at least eighteen (18) years of age. A majority of the directors shall be citizens and residents of the United States and not less than two shall be residents of the State of New York. At least one-third, but not less than four directors, shall not be officers or employees of the corporation or any entity controlling, controlled by, or under common control with the corporation and who are not beneficial owners of a controlling interest in the voting stock of the corporation or any such entity. Each director shall be elected for a term of one year and until his successor is duly elected and qualified, unless sooner removed as provided for by applicable laws. A vacancy in the membership of the board of directors caused by death, retirement, resignation, or disqualification, shall be filled by a majority vote of the remaining members of the board for the unexpired term of such directorship.

8.03. The board of directors shall establish an Audit Committee comprised solely of directors who are not officers or employees of the corporation or of any entity controlling, controlled by, or under common control with the corporation and who are not beneficial owners of a controlling interest in the voting stock of the corporation or any such entity. Such committee shall have responsibility for recommending the selection of independent certified public accountants, reviewing the corporation's financial condition, the scope and results of the independent audit and any internal audit, nominating candidates for director for election by shareholders or policyholders, evaluating the performance of officers deemed by such committee to be principal officers of the corporation and recommending to the board of directors the selection and compensation of such principal officers and recommending to its board of directors any plan to issue options to its officers and employees for the purchase of shares of stock.

#### ARTICLE IX.

##### Indemnification

9.01. Indemnification. No director shall be personally liable to the corporation or any of its shareholders for damages for any breach of duty as a director; provided however, that the foregoing provision shall not eliminate or limit (i) the liability of a director if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or any violation of the Insurance Law or a knowing violation of any other law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled; or (ii) the liability of a director for any act or omission prior to the adoption of this amendment by the shareholders of the corporation.

ARTICLE X.  
Provisions for Regulation of Business and Conduct of Affairs of Corporation

10.01. The annual meeting of the shareholders shall be held at the principal office of the corporation on the first Thursday of May of each year, or at such other time and place within or outside the State of New York no later than sixty (60) days thereafter, as designated by the Board of Directors in the respective notices or waivers of notice of the meeting with notice of such meeting to be provided to the Superintendent of Insurance. At such meeting, the shareholders shall elect Directors and transact such other business as shall lawfully come before them.

Other meetings of the shareholders shall be held at such time and place, within or outside of the State of New York, as specified in the bylaws or the respective notices, or waivers of notice thereof.

Shareholders who participate through or by means of communication by which all shareholders participating may simultaneously hear each other during the meeting shall be deemed to be present in person at the meeting.

10.02. Meetings of the board of directors, regular or special, shall be held at such place, within or outside of the State of New York, as may be specified in the bylaws or the respective notices, or waivers of notice thereof. Directors who participate through or by a means of communication by which all directors participating may simultaneously hear each other during the meeting shall be deemed to be present in person at the meeting.

10.03. Any action required or permitted to be taken in any meeting of the shareholders or the board of directors or of any committee thereof, may be taken without a meeting if prior to such action a written consent thereto is signed by all shareholders or all members of the board or of such committee, as the case may be and such written consent is filed with the minutes of the proceedings of the shareholders or of the board or committee.

10.04. The board of directors shall have power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of the corporation, but the affirmative vote of a number of directors equal to a majority of the number who would constitute a full board of directors at the time of such action shall be necessary to take any actions for the making, alteration, amendment or repeal of the Bylaws. Notwithstanding the foregoing, any such making, alteration, amendment or repeal of the Bylaws may be further altered, amended or repealed upon the affirmative vote of a majority of the shareholders of the corporation.

10.05. Subject to the limitations existing by virtue of the laws of the State of New York, the books of account, records, documents and papers of the corporation shall be kept at the principal office of the corporation within the State of New York or, in accordance with a plan adopted by the board of directors and approved by the Superintendent of Insurance, such other place or places within or outside the State of New York, all in accordance with Section 325 of the New York Insurance Law, as the same exists or may hereafter be amended, or otherwise consistent with the public policy of the State of New York.

10.06. (a) In performing his duties, a director shall be entitled to rely on information, opinions, reports or statements including financial statements and other financial data, in each case prepared or presented by: (1) one or more officers or employees of the corporation or of any other corporation of which at least fifty percent of the outstanding shares of stock entitling the holders thereof to vote for the election of directors is owned directly or indirectly by the corporation, whom the director believes to be reliable and competent in the matters presented, (2) counsel, public accountants or other persons as to matters which the director believes to be within such person's professional or expert competence, or (3) a committee of the board upon which he does not serve, duly designated in accordance with a provision of this Charter or the Bylaws, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in so relying he shall be acting in good faith and with such degree of care, but he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his duties shall have no liability by reason of being or having been a director of the corporation.

(b) In taking action, including, without limitation, action which may involve or relate to a change or potential change in the control of the corporation, a director shall be entitled to consider, without limitation, (1) both the long-term and the short-term interests of the corporation and its shareholders and (2) the effects that the corporation's actions may have in the short-term or in the long-term upon any of the following: (i) the prospects for potential growth, development, productivity and profitability of the corporation; (ii) the corporation's current employees; (iii) the corporation's retired employees and other beneficiaries receiving or entitled to receive retirement, welfare or similar benefits from or pursuant to any plan sponsored, or agreement entered into, by the corporation; (iv) the corporation's customers and creditors; and (v) the ability of the corporation to provide, as a going concern, goods, services, employment opportunities and employment benefits and otherwise to contribute to the communities in which it does business. Nothing in this paragraph shall create any duties owed by any director to any person or entity to consider or afford any particular weight to any of the foregoing or abrogate any duty of the directors, either statutory or recognized by common law or court decisions. For purposes of this paragraph, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the corporation, whether through the ownership of voting stock, by contract, or otherwise.

10.07. The board of directors is hereby specifically authorized to make provision for reasonable compensation to its members for their service as directors, and to fix the basis and conditions upon which such compensation shall be paid. Any director may also serve the corporation in any other capacity and receive compensation therefore in any form; provided, however, that any officer of the corporation may not receive compensation for serving as a director of the corporation.

#### ARTICLE XI. Amendment

11.01. The corporation reserves the right to amend, alter, change, or repeal any provision contained in this Charter or in any amendment hereto or to add any provision to this Charter or to any amendment hereto in any manner now or hereafter prescribed or permitted by

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the provisions of the New York Insurance Law as from time to time in effect or by the provisions of any other applicable statute of the State of New York. All rights conferred upon shareholders in this Charter or any amendment hereto are granted subject to this reservation.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the corporation has caused this Charter to be executed by its President, attested to by its Secretary, this 12<sup>th</sup> day of December, 2007.

Aviva Life and Annuity Company of New York

By: Thomas C. Godlasky  
Thomas C. Godlasky  
President

Attested to:

By: Christopher J. Littlefield  
Christopher J. Littlefield  
Secretary

Subscribed and sworn to before me this 12<sup>th</sup> day of December, 2007, by Thomas C. Godlasky and Christopher J. Littlefield, each of whom is personally known to me.

Linda Olson  
Printed Name: Linda Olson  
Notary Public

[Seal]



Linda Olson  
Iowa Notarial Seal  
Commission number 110744  
My Commission Expires  
09/22/2010

**EXHIBIT B**  
**BY-LAWS**  
**OF**  
**AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK**



**BYLAWS  
Of  
AVIVA LIFE AND ANNUITY COMPANY OF NEW YORK**

**ARTICLE I  
Identification**

1.01. The name of the corporation is Aviva Life and Annuity Company of New York. The principal place of business is Nassau County, New York.

1.02. The fiscal year of the corporation shall be January 1 through December 31 of each year.

1.03. The seal of the corporation shall be circular in form and contain the name of the corporation, the year of its incorporation and the words "Corporate Seal, New York."

**ARTICLE II  
Capital Stock**

2.01. Certificates for shares of the corporation shall be issued to a subscriber by the secretary of the corporation when proper consideration has been paid therefor. Each certificate shall bear the holder's name, set forth the number and class of shares, be signed by the president and the secretary and shall bear the corporate seal.

2.02. The shares of the corporation shall be transferred only on the books of the corporation upon surrender of the certificate or certificates representing the same, properly endorsed by the registered holder or by his duly authorized attorney, such endorsement or endorsements to be witnessed by one witness. The requirement for such witnessing may be waived in writing upon the form of the endorsement by the president of the corporation. The corporation shall be entitled to treat the holder of record of any shares as the holder in fact thereof, and accordingly, shall not be bound to recognize any equitable or other claim to, or interest in, such shares by any person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of New York.

**ARTICLE III  
Meetings of Shareholders**

3.01. The annual meeting of the shareholders to elect directors and to transact such other business as may properly come before the meeting shall be held at the principal office of the corporation on the first Thursday of May of each year, or at such other time and place within or outside the State of New York no later than sixty (60) days thereafter, as designated by the board of directors in the respective notices or waivers of notice of the meeting. A written or printed notice, stating the place, day, and hour of the annual meeting and the purpose or purposes for which it is called, shall be delivered or mailed by the secretary to each shareholder of record entitled to vote at such meeting, to such address as appears upon the records of the corporation,

not fewer than ten (10) nor more than sixty (60) days before the date of the meeting. A copy of such notice shall be provided to the Superintendent of Insurance.

3.02. Special meetings of the shareholders may be held from time to time, within or outside of the State of New York. Special meetings of the shareholders may be called by a two-thirds vote of the entire board of directors, or by the shareholders as provided by law. A written or printed notice, stating the place, day, and hour of the special meeting and purpose or purposes for which it is called, and indicating that the notice is being delivered by or at the direction of the person or persons calling the meeting, shall be delivered or mailed by the secretary to each shareholder of record entitled to vote at such meeting, to such address as appears upon the records of the corporation, not less than ten (10) nor more than sixty (60) days before the date of the special meeting (unless longer notice is required by law). No business other than that related to the purpose or purposes set forth in the notice shall be considered at any such meeting.

3.03. Notice of any meeting of the shareholders may be waived in writing or by electronic mail by a shareholder if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting, in person or by proxy without protesting prior to the conclusion of the meeting, the lack of notice of such meeting shall constitute a waiver of notice of such meeting.

3.04. Except as may be otherwise provided in the Charter, every shareholder shall have the right at all meetings of the shareholders to one vote for each share standing in his name on the books of the corporation.

A shareholder may vote either in person or by proxy appointed in writing by the shareholder or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless a longer time is expressly provided therein.

Shares of the corporation standing in the name of another corporation may be voted by such officer, agent, or proxy as the board of directors of such other corporation may appoint, or as the bylaws of such other organization may prescribe.

3.05. At any meeting of shareholders, a majority of the shares outstanding and entitled to vote, represented in person or by proxy, shall constitute a quorum. The act of a majority of the shares represented at any meeting of shareholders at which quorum is present shall be the act of the shareholders.

If a quorum shall not be present in person or represented by proxy authorized and eligible to vote at any such meeting, it shall be the duty of the shareholders present to adjourn the meeting to the 1<sup>st</sup> day of the next succeeding month, and from day to day thereafter, until a quorum shall be obtained. All adjourned meetings shall be held at the hour and place set forth in notice of the meeting so adjourned. No additional notice of any kind shall be required to be given the shareholders of any such adjourned meeting or meetings.

If, for a period of one month after the date fixed by these bylaws for the last annual meeting, there is a failure to elect a sufficient number of directors to conduct the business of the corporation, the board shall call a special meeting for the election of directors. If such special meeting is not called by the board within two weeks after the expiration of such period or if it is so called but there is a failure to elect such directors for a period of two months after the expiration of such period, holders of ten percent of the shares entitled to vote in an election of directors may, in writing, demand the call of a special meeting for the election of directors specifying the date and month thereof, which shall not be less than sixty (60) days nor more than ninety (90) days from the date of such written demand. The secretary of the corporation upon receiving such written demand shall promptly give notice of such meeting, or if he fails to do so within five (5) business days thereafter, any shareholder signing such demand may give such notice. The meeting shall be held at the place fixed in the bylaws or, if not so fixed, at the office of the corporation. At any such special meeting called on demand of shareholders, shareholders attending, in person or by proxy, and entitled to vote in an election shall constitute quorum for electing directors, but not for the transaction of any other business.

3.06. Any action required or permitted to be taken at a meeting of shareholders may be taken without a meeting if, before such action, a consent in writing, setting forth the action so taken, shall be signed by all shareholders, and such written consent is filed with the minutes of the proceeding of the shareholders.

3.07. The chairman of the board of directors shall preside at all meetings of shareholders. In his absence, the president shall preside and in the president's absence, a vice-president of the corporation shall preside. The secretary of the corporation, or in his absence, an assistant secretary shall act as secretary of all meetings of the shareholders. If the secretary or assistant secretary is not present, a temporary secretary shall be elected for that particular meeting. The secretary of the meeting shall keep a faithful record of the proceedings of such meetings and, if not the secretary of the corporation, shall immediately turn over such records to the secretary of the corporation.

#### ARTICLE IV The Board of Directors

4.01. The number of directors of the corporation shall not be less than nine (9) and not more than thirteen (13) as the board shall from time to time by resolution designate. At all times, not less than the larger of four or one-third of the directors shall be persons who are not officers or employees of the corporation or of any entity controlling or controlled by, or under common control with the corporation and who are not beneficial owners of a controlling interest in the voting stock of the corporation or any such entity.

A majority of the directors shall constitute a quorum for the transaction of business as long as one director present is a person who is not an employee of the corporation or of any entity controlling or controlled by, or under common control with the corporation and who is not a beneficial owner of a controlling interest in the voting stock of the corporation or any such entity.

4.02. The board of directors shall each year have at least one regular meeting at such time as directed by the chairman of the board at such place as the majority of the board may designate. One regular meeting shall be deemed the annual meeting. The annual meeting shall be held within six months after the close of each fiscal year but after the annual meeting of the shareholders. Other meetings of the directors, called special meetings, may be called and held from time to time. A written or printed notice, stating the place, day, and hour of the meeting and the purpose or purposes for which it is called, shall be delivered or mailed by the secretary to each director to such address as appears upon the records of the corporation, not less than five (5) days before the date of the meeting.

4.03. Notice of any meetings of the directors may be waived in writing by a director if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting, in person or by proxy, shall constitute a waiver of notice of such meeting.

4.04. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if, before such action, a consent in writing, setting forth the action so taken, shall be signed by all directors, and such written consent is filed with the minutes of the proceeding board.

4.05. Each director shall be elected for a term of one year and until his successor is duly elected and qualified, unless sooner removed as provided for by applicable laws. In case any vacancy shall occur in the membership of the board of directors caused by an increase in the number of directors, the vacancy shall be filled by a majority vote of the remaining members of the board until the next annual meeting of shareholders. A vacancy in the membership of the board of directors caused by death, retirement, resignation, or disqualification, shall be filled by a majority vote of the remaining members of the board for the unexpired term of such directorship.

4.06. The maximum age at the time of election or reelection of a director shall be 72 years. Any director shall retire as an active director at the annual meeting of the shareholders next following his 72<sup>nd</sup> birthday. The board of directors, at its discretion, may postpone the mandatory retirement of a director on a year-to-year basis.

4.07. The directors, acting as a board, shall manage, control and conduct the business and affairs of the corporation and shall exercise all such powers of the corporation and do all such lawful acts and things necessary or expedient in the control and management thereof, as are not by statute or by these bylaws directed or required to be exercised or done by the shareholders. The director may adopt such rules and regulations for the conduct of their meeting and the management of the corporation as they deem proper, not inconsistent with the Constitution or laws of the State of New York or of the United States or with the Charter of this corporation. They shall provide a suitable home office for the corporation in the State of New York and may provide such offices elsewhere as they deem necessary. The board of directors shall have such other powers and duties as are necessary or incident to their office.

ARTICLE V  
Standing Committees

5.01. The standing committees of the board of directors shall consist of an Executive Committee and an Audit Committee.

5.02. The Executive Committee shall consist of three or more directors, one-third of whom shall be persons who are not officers or employees of the corporation or any entity controlling or controlled by, or under common control with the corporation and who are not beneficial owners of a controlling interest in the voting stock of the corporation or any such entity. The Executive Committee shall be vested with the power of the board of directors during intervals when the board is not in session to the extent permitted by law and not otherwise prescribed in these bylaws. The purpose of the Executive Committee shall include, but not be limited to, exercise of and general control and supervision of the financial affairs of the corporation, including the purchase and sale of securities and the management of the assets of the corporation. Every purchase, sale, exchange or conversion of real estate, stocks, bonds, or other securities and the making or purchase of every collateral or mortgage loan or other investment must be authorized or approved by the Executive Committee in accordance with the requirements of the Insurance Law of the State of New York. No such purchase or sale shall be made without the consent of all members of the committee.

5.03. The Audit Committee shall consist solely of three or more directors who are not officers or employees of the corporation or any entity controlling or controlled by, or under common control with the corporation and who are not beneficial owners of a controlling interest in the voting stock of the corporation or any such entity. The committee shall have responsibility for recommending the selection of independent certified public accountants, reviewing the corporation's financial condition, the scope and results of the independent audit and any internal audit, nominating candidates for director for election by shareholders or policyholders, evaluating the performance of officers deemed by such committee to be principal officers of the corporation and recommending to the board of directors the selection and compensation of such principal officers and recommending to the board of directors any plan to issue options to its officers and employees for the purchase of shares of stock.

5.04. Each standing committee shall elect its own chairman and secretary, and shall convene on the call of the chairman of the committee or the chairman of the board. All standing committees shall keep minutes of their meetings and shall submit a report to the board of directors at its next meeting. The standing committee shall have the power to make rules and regulations not inconsistent or in conflict with the Charter and the bylaws concerning the conduct of the business entrusted to them. A majority of each standing committee shall constitute a quorum for the transaction of any business at any meetings as long as one such member is a person who is not an officer or employee of the corporation or of any entity controlling or controlled by, or under common control with the corporation and who are not beneficial owners of a controlling interest in the voting stock of the corporation or any such entity.

5.05. The members of the standing committees shall be elected at each annual meeting of the directors or at any adjourned meeting thereof by vote of the majority of the board of directors present at such meeting.

5.06. The members of the standing committee shall hold office until the next annual meeting following their election and until their successors have been elected.

## ARTICLE VI

### Officers of the Corporation

6.01. At its annual meeting, the board of directors shall elect a president, one or more vice presidents (if the board deems such offices necessary), a secretary and treasurer. The board of directors, in its discretion, may appoint a chairman of the board, a chief executive officer and such assistants and other officers as the business of the corporation may require. Each officer shall hold office for one year and until his successor is elected and qualified or until his resignation, death, or removal. Any two or more offices may be held by the same person, except the offices of president and secretary.

6.02. The chairman of the board or, in his absence, the president, shall preside over all meetings of the board of directors and perform such other duties as may be required by the board of directors.

6.03. Subject to any duties that may be given by the board of directors to the chairman of the board, the chief executive officer shall be the chief executive officer of the corporation, shall direct the policies and management of the corporation and shall perform all duties commonly incident to such office and such other duties as the board may prescribe or as prescribed by law.

6.04. The president shall be chief executive officer of the corporation if a chief executive officer has not been appointed by the board. The president shall discharge all the duties inherent to a presiding officer and perform such other duties as from time to time may be assigned to him by the board of directors or prescribed by law.

6.05. The vice president shall perform all duties incumbent upon the president during his absence or disability and shall perform such other duties as the bylaws may require or the board of directors may prescribe. If the board of directors shall elect more than one vice president, the vice presidents shall serve in the capacity of president during his absence or disability in the order designated at the time of their election or in the absence of any such designation, in the order of their election. The vice president shall also perform such other duties as from time to time may be assigned to him by the board of directors.

6.06. The secretary shall keep the minutes of all meetings of the shareholders and the board of directors; see that all notices are duly given in accordance with these bylaws; act as custodian of the corporate records and the corporate seal, and perform all duties incidental to the office of secretary. The secretary shall perform such other duties as may be required by the board, the chairman of the board, or the president.

6.07. The treasurer shall have custody of the corporate funds and securities; deposit the funds of the corporation to the credit of the corporation in the banks authorized or approved by the board of directors, and perform all the duties incidental to the office of treasurer. The treasurer shall also perform such other duties as may be required by the board of directors, the chairman of the board, or the president.

## ARTICLE VII Miscellaneous

7.01. All contracts and agreements entered into by the corporation and all checks, drafts, bills of exchange, and orders for the payment of money shall, in the conduct of the ordinary course of business of the corporation, unless otherwise directed by the board of directors or unless otherwise required by law, be signed by the president, the secretary, or the treasurer.

7.02. The right and power to amend, alter, and repeal the bylaws from time to time is expressly reserved to the board of directors. Amendments may be adopted at any regular or special meeting of the board by the favorable vote of two-thirds of the entire board. Notwithstanding the foregoing, any such amendment, alteration or repeal of the bylaws may be further amended, altered or repealed upon the affirmative vote of a majority of the shareholders of the corporation.

## ARTICLE VIII Indemnification

8.01. No director shall be personally liable to the corporation or any of its shareholders for damages for any breach of duty as a director; provided however, that the foregoing provision shall not eliminate or limit (i) the liability of a director if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or any violation of the New York Insurance Law or a knowing violation of any other law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled; or (ii) the liability of a director for any act or omission prior to the adoption of this amendment by the shareholders of the corporation.

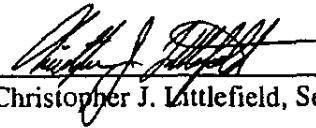
## CERTIFICATION OF ADOPTION

We, the undersigned the duly elected, qualified and presently acting President and Secretary, respectively, of Aviva Life Insurance Company of New York (the "Company"), an insurance company organized under the laws of the State of New York, do hereby certify that the Agreement and Plan of Merger dated December 18, 2007 by and between the Company, Bankers Life Insurance Company of New York, an insurance company organized under the laws of New York, and Indianapolis Life Insurance Company, an insurance company organized under the laws of Indiana, has been duly authorized, adopted and approved by the Board of Directors of the Company at a meeting duly called and held on June 6, 2007, and by the shareholders of the Company by written consent of its sole shareholder on December 18, 2007.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this 18 day of December, 2007.



Thomas C. Godlasky, President



Christopher J. Littlefield, Secretary

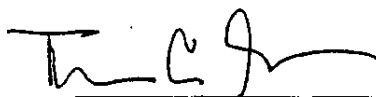
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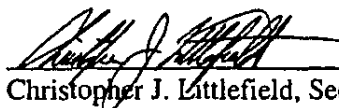
### CERTIFICATION OF ADOPTION

We, the undersigned the duly elected, qualified and presently acting President and Secretary, respectively, of Bankers Life Insurance Company of New York, an insurance company organized under the laws of New York (the "Company"), do hereby certify that the Agreement and Plan of Merger dated December 12, 2007 by and between the Company, Aviva Life Insurance Company of New York, an insurance company organized under the laws of New York and Indianapolis Life Insurance Company, an insurance company organized under the laws of Indiana, has been duly authorized, adopted and approved by the Board of Directors of the Company at a meeting duly called and held on June 6, 2007, and by the shareholders of the Company by written consent of its sole shareholder on December 12, 2007.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this 12 day of December, 2007.



Thomas C. Godlasky, President



Christopher J. Littlefield, Secretary

(Corporate Seal)

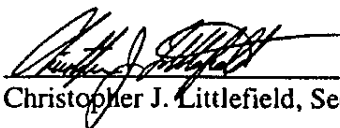
### CERTIFICATION OF ADOPTION

We, the undersigned the duly elected, qualified and presently acting President and Secretary, respectively, of Indianapolis Life Insurance Company (the "Company"), an insurance company organized under the laws of the State of Indiana, do hereby certify that the Agreement and Plan of Merger dated December 17, 2007 by and between the Company, Bankers Life Insurance Company of New York, an insurance company organized under the laws of New York, and Aviva Life Insurance Company of New York, an insurance company organized under the laws of New York, has been duly authorized, adopted and approved by the Board of Directors of the Company by unanimous written consent on September 1, 2007.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the Corporate Seal of the Company to be affixed hereto this 17 day of December, 2007.



Thomas C. Godlasky, President



Christopher J. Littlefield, Secretary

(Corporate Seal)

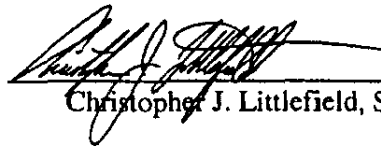
CERTIFICATE AS TO FEES  
AND COMMISSIONS

We, the undersigned, the duly elected, qualified and presently acting President and Secretary, respectively, of Aviva Life Insurance Company of New York, a stock insurance company organized under the laws of the State of New York (the "Company"), do hereby certify that no fees, commissions or other compensations or valuable considerations have been paid or are to be paid, directly or indirectly, to any person, firm or corporation, for in any manner securing, aiding, promoting or assisting in the merger of the Company with and into Bankers Life Insurance Company of New York, other than legal and accounting fees incurred in the normal course in the approximate amount of \$ 670,000.00.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the corporate seal of the Company to be affixed hereto this 18<sup>th</sup> day of December, 2007.



Thomas C. Godlasky, President



Christopher J. Littlefield, Secretary


(Corporate Seal)

CERTIFICATE AS TO FEES  
AND COMMISSIONS

We, the undersigned, the duly elected, qualified and presently acting President and Secretary, respectively, of Bankers Life Insurance Company of New York, a stock insurance company organized under the laws of the State of New York (the "Company"), do hereby certify that no fees, commissions or other compensations or valuable considerations have been paid or are to be paid, directly or indirectly, to any person, firm or corporation, for in any manner securing, aiding, promoting or assisting in the merger of Aviva Life Insurance Company of New York with and into the Company other than legal and accounting fees incurred in the normal course in the approximate amount of \$ 670,000.00.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the corporate seal of the Company to be affixed hereto this 18<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
Thomas C. Godlasky, President


  
\_\_\_\_\_  
Christopher J. Littlefield, Secretary

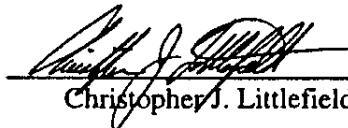
(Corporate Seal)

CERTIFICATE AS TO FEES  
AND COMMISSIONS

We, the undersigned, the duly elected, qualified and presently acting President and Secretary, respectively, of Indianapolis Life Insurance Company, a stock insurance company organized under the laws of the State of Indiana (the "Company"), do hereby certify that no fees, commissions or other compensations or valuable considerations have been paid or are to be paid, directly or indirectly, to any person, firm or corporation, for in any manner securing, aiding, promoting or assisting in the merger of Aviva Life Insurance Company of New York with and into Bankers Life Insurance Company of New York, other than legal and accounting fees incurred in the normal course in the approximate amount of \$ 1070,000.00.

IN WITNESS WHEREOF, we have hereunto subscribed our names under the penalties of perjury and caused the corporate seal of the Company to be affixed hereto this 18<sup>th</sup> day of December, 2007.

  
\_\_\_\_\_  
Thomas C. Godlasky, President

  
\_\_\_\_\_  
Christopher J. Littlefield, Secretary

(Corporate Seal)