

F04000000765

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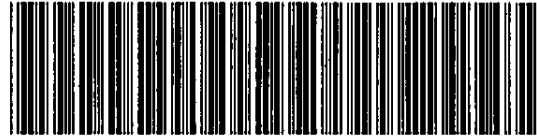
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

2006 DEC -1 PM 12:25

FILED

## COVER LETTER

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Educators Mutual Life Insurance Company  
(Name of Corporation)

**DOCUMENT NUMBER:** F04000000765

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jody L. Kreider

(Name of Contact Person)

Eastern Life and Health Insurance Company  
(Firm/Company)

P.O. Box 83149

(Address)

Lancaster, PA 17608-3149

(City/State and Zip Code)

For further information concerning this matter, please call:

Jody L. Kreider

(Name of Contact Person)

at ( 717 ) 391-5719

(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



Eastern Insurance Holdings, Inc.  
Eastern Alliance Insurance Company  
Allied Eastern Indemnity Company  
Eastern Life & Health Insurance Company  
Employers Alliance, Inc.

November 30, 2006

Via United Parcel Service

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

Re: Amendment Application for Educators Mutual Life Insurance Company  
Florida Code F04000000765

Dear Gentlemen:

Educators Mutual Life Insurance Company changed its name to Eastern Life and Health Insurance Company. Enclosed is the required Amendment Application, a certified copy of the Amended Articles of Incorporation for proof of our name change and a check in the amount of \$43.75 representing the filing fee along with the fee for a Certificate of Status.

Additionally, the company recently moved its office. The following is updated contact information. Please update your records accordingly.

Contact: Jody L. Kreider, Corporate Compliance Specialist  
Street Address: 25 Race Avenue, Lancaster, PA 17603  
Mailing Address: P.O. Box 83149, Lancaster, PA 17608-3149  
Direct Line: (717) 391-5719  
Direct Fax: (717) 481-8219  
Main Phone: (717) 396-7095  
Toll Free: (888) 654-7100 Ext. 3302  
Main Fax: (717) 735-1775

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

Jody L. Kreider  
Corporate Compliance Specialist

Enclosures

**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)**

F04000000765

(Document number of corporation (if known))

**FILED**  
2006 DEC -1 PM 12:25  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

1. Educators Mutual Life Insurance Company

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

2. Pennsylvania

(Incorporated under laws of)

3. February 10, 2004

(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? June 22, 2006

5. Eastern Life and Health Insurance Company

(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)

Brent L. Shirk

(Typed or printed name of person signing)

VP, Finance

(Title of person signing)

# Commonwealth of Pennsylvania



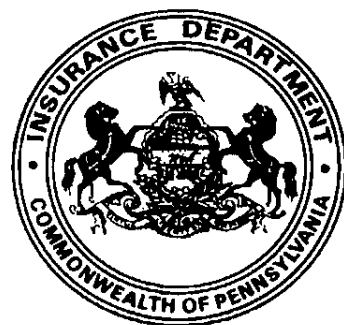
## INSURANCE DEPARTMENT

I, M. Diane Koken, Insurance Commissioner of the Commonwealth of Pennsylvania, do hereby certify that the attached is a full, true and correct copy of the Amended Articles of Incorporation of **EASTERN LIFE AND HEALTH INSURANCE COMPANY (FORMERLY EDUCATORS MUTUAL LIFE INSURANCE COMPANY)**, as the same appears of record and remains on file with this Department.

In Witness Whereof, I have hereunto set my hand and caused my official seal to be affixed this 21st day of November, 2006.

*M. Diane Koken*

Insurance Commissioner



PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation  
(15 Pa.C.S.)

- ☒ Business Corporation (§ 1915)  
☐ Nonprofit Corporation (§ 5915)

Name			
Address			
CT CORP-COUNTER			
City	State	Zip Code	

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name and address you enter to  
the left.  
←

Fee: \$70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned,  
desiring to amend its articles, hereby states that:

1. The name of the corporation is:  
Educators Mutual Life Insurance Company

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its  
commercial registered office provider and the county of venue is (the Department is hereby authorized to  
correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
202 North Prince Street	Lancaster, PA	17603		Lancaster

(b) Name of Commercial Registered Office Provider	County
c/o	

3. The statute by or under which it was incorporated: Insurance Company Law of 1921

4. The date of its incorporation: March 6, 1940

5. Check, and if appropriate complete, one of the following:

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

Commonwealth of Pennsylvania  
ARTICLES OF AMENDMENT-BUSINESS 13 Page(s)



T0617360204

6. Check one of the following:

- ☒ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- ☐ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

- ☒ The amendment adopted by the corporation, set forth in full, is as follows  
As set forth in full in Exhibit A attached hereto and made a part hereof, the name of the corporation shall be  
Eastern Life and Health Insurance Company and the aggregate number of shares authorized shall be 150,000.
- ☐ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- ☒ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

22nd day of June

2006

Educators Mutual Life Insurance Company

Name of Corporation

Kimberly A. Rankin  
Signature

Kimberly A. Rankin, Secretary

Title

---

## **EXHIBIT A**

### **EASTERN LIFE AND HEALTH INSURANCE COMPANY RESTATED ARTICLES OF INCORPORATION**

#### **ARTICLE I General Corporate Information**

1.1. The name of the corporation is **EASTERN LIFE AND HEALTH INSURANCE COMPANY** ("Company").

1.2. The classes of insurance for which the Company is constituted are those set forth in Clauses (1) and (2) of Subsection (a) of Section 202 of The Insurance Company Law of 1921, Act of May 17, 1921, P.L. 682, as amended, viz.:

"(1) To insure the lives of persons, and every insurance appertaining thereto; to grant and dispose of annuities; including variable life insurance contracts and variable annuity contracts under which values or payments or both vary in relation to the investment experience of the issuer or a separate account or accounts maintained by the issuer and to insure against personal injury, disablement, or death resulting from traveling or general accidents, and against disablement resulting from sickness, and every insurance appertaining thereto, when written as a part of a policy of life insurance.

(2) To insure against personal injury, disablement, or death resulting from traveling or general accidents, and against disablement resulting from sickness, and every insurance appertaining thereto...."

1.3. The Company is organized on a stock basis and is incorporated under the provisions of the Pennsylvania Business Corporation Law of 1988, as amended, 15 Pa.C.S. §§ 1101 et seq.

1.4. The address of the Company's registered office in this Commonwealth is 202 North Prince Street, Lancaster, Pennsylvania 17603.

1.5. The proposed duration of the Company is perpetual.

1.6. The powers which the Company proposes to have and exercise are: to have succession as hereinbefore provided; to adopt and have a common seal; to sue and be sued; and, in general, to exercise the powers of a corporate body and those of a duly licensed and authorized domestic insurance company, all as provided in, and to the maximum extent permitted by, the laws of the Commonwealth of Pennsylvania.

1.7. The Company shall have the authority to issue 150,000 shares of voting common stock, ten dollars par value per share.

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**ARTICLE II**  
**Board of Directors**

2.1. **General Power to Govern.** Unless otherwise provided by statute, all powers vested by law in the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Directors.

2.2. **Number of Directors.** The Board of Directors of the Company shall consist of such number of directors, not fewer than seven, as shall be fixed from time to time by resolution of the board adopted by the affirmative vote of three-fourths of the entire Board of Directors.

2.3. **Classification of Board of Directors.**--The Board of Directors of the Company shall be classified in respect of the time for which they shall severally hold office as follows:

2.3.1. Each class shall be as nearly equal in number as possible.

2.3.2. The term of office of at least one class shall expire in each year.

2.3.3. The members of each class shall be elected for a term of four years or until their respective successors shall have been elected and qualified, except in the event of their earlier death, resignation or removal.

2.4. **Straight Voting for Directors.**--The shareholders of the Company shall not have the right to cumulate their votes for the election of directors of the Company.

**ARTICLE III**  
**Director and Officer Duties, Liabilities and Indemnification Rights**

3.1. **Directors and Officers as Fiduciaries.**-- A director or officer of the Company shall stand in a fiduciary relation to the Company and shall perform his or her duties as a director or officer, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances.

3.1.1. In performing his or her duties, a director or officer shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by (a) one or more officers or employees of the Company whom the director or officer reasonably believes to be reliable and competent with respect to the matters presented, (b) counsel, public accountants or other persons as to matters that the director or officer reasonably believes to be within the professional or expert competence of such person, or (c) a committee of the Board of Directors upon which the director or officer does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director or officer reasonably believes to merit confidence.

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3.1.2. A director or officer shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

3.1.3. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or officer of the Company, or any failure to take any action, shall be presumed to be in the best interests of the Company.

3.2. Personal Liability of Directors.-- A director of the Company shall not be personally liable, as such, to the Company or its shareholders for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless the director has breached or failed to perform the duties of his or her office under these Articles, the bylaws or applicable provisions of law and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

3.3. Personal Liability of Officers.-- An officer of the Company shall not be personally liable, as such, to the Company or its shareholders for monetary damages (including, without limitation, any judgment, amount paid in settlement, penalty, punitive damages or expense of any nature (including, without limitation, attorneys' fees and disbursements)) for any action taken, or any failure to take any action, unless the officer has breached or failed to perform the duties of his or her office under these Articles, the bylaws or applicable provisions of law and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

3.4. Interpretation of Article.-- The provisions of Sections 3.2 and 3.3 of this Article III shall not apply to the responsibility or liability of a director or officer, as such, pursuant to any criminal statute or for the payment of taxes pursuant to local, state or federal law. The provisions of this Article III have been adopted pursuant to the authority of Sections 1712 and 1713 of the Business Corporation Law, shall be deemed to be a contract with each director or officer of the Company who serves as such at any time while this Article is in effect, and such provisions are cumulative of, and shall be in addition to and independent of, any and all other limitations on the liabilities of directors or officers of the Company, as such, or rights of indemnification by the Company to which a director or officer of the Company may be entitled, whether such limitations or rights arise under or are created by any statute, rule of law, bylaw, agreement, vote of shareholders, disinterested directors or otherwise. Each person who serves as a director or officer of the Company while this Article III is in effect shall be deemed to be doing so in reliance on the provisions of this Article. No amendment to or repeal of this Article III, nor the adoption of any provision of these Articles inconsistent with this Article, shall apply to or have any effect on the liability or alleged liability of any director or officer of the Company for or with respect to any acts or omissions of such director or officer occurring prior to such amendment, repeal or adoption of an inconsistent provision. The rights and benefits conferred by this Article III shall continue as to any person who has ceased to be a director or officer of the Company and shall inure to the benefit of the heirs, executors and administrators of such person. In any action, suit or proceeding involving the application of the provisions of this Article III, the party or parties

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challenging the right of a director or officer to the benefits of this Article shall have the burden of proof.

**3.5. Indemnification.**

**3.5.1. General Rule.**-- The Company shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict liability, except in the following circumstances:

3.5.1.1. Where such indemnification is expressly prohibited by applicable law.

3.5.1.2. Where the conduct of the indemnified representative has been finally determined pursuant to Section 3.5.9 or otherwise to fall within one or more of the following categories:

3.5.1.2.1. The conduct constitutes willful misconduct or recklessness within the meaning of 15 Pa.C.S. §§ 1713(a)(2) or 1746(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct.

3.5.1.2.2. The conduct is based upon or attributable to the receipt by the indemnified representative from the Company of a personal benefit to which the indemnified representative is not legally entitled.

3.5.1.2.3. The conduct is found to be otherwise unlawful in a final adjudication pursuant to Section 3.5.9.

**3.5.2. Partial Payment.**--If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Company shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.

**3.5.3. Presumption.**--The termination of a proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the indemnified representative is not entitled to indemnification.

**3.5.4. Definitions.**--For purposes of this Section 3.5:

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3.5.4.1. "Indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a director, officer, employee or agent of the Company, or, at the request of the Company, as a director, officer, employee, agent, fiduciary or trustee of another Company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise.

3.5.4.2. "Indemnified representative" means any and all directors and officers of the Company and any other person designated as an indemnified representative by the Board of Directors of the Company (which may, but need not, include any person serving at the request of the Company, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

3.5.4.3. "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursements).

3.5.4.4. "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Company, a class of its shareholders or otherwise.

3.5.5. Proceedings by Indemnified Representatives.--Notwithstanding any other provisions of this Section 3.5, the Company shall not indemnify under this Section 3.5 an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counter claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the directors in office. This Section 3.5.5 does not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 3.5.9 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Section 3.5.

3.5.6. Advancing Expenses.-- The Company shall pay the expenses (including attorney' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 3.5.4 or the initiation of or participation in a proceeding which is authorized pursuant to Section 3.5.5 upon receipt of an undertaking by or on behalf of the indemnified representative to repay the amount if it is ultimately determined pursuant to Section 3.5.9 that such person is not entitled to be indemnified by the Company pursuant to this Section 3.5. The financial

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ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

**3.5.7. Securing of Indemnification Obligations.**--To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Company may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Company, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amount, costs, terms and conditions shall be conclusive against all security holders, officers and directors and shall not be subject to voidability.

**3.5.8. Payment of Indemnification.**-- An indemnified representative shall be entitled to indemnification within 30 days after a written request for indemnification has been delivered to the Secretary of the Company.

**3.5.9. Arbitration.**

**3.5.9.1. General Rule.**-- Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Section 3.5 shall be decided only by arbitration in the metropolitan area in which the registered office of the Company is located at the time, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three arbitrators, one of whom shall be selected by the Company, the second of whom shall be selected by the indemnified representative and the third of whom shall be selected by the other two arbitrators.

In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, and if one of the parties fails or refuses to select an arbitrator or the arbitrators selected by the Company and the indemnified representative cannot agree on the selection of the third arbitrator within 30 days after such time as the Company and the indemnified representative have each been noticed of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the court of general jurisdiction in the county in which the registered office of the Company is located.

**3.5.9.2. Qualifications of Arbitrators.**--Each arbitrator selected as provided herein is required to be or have been a director or executive officer of either (i) Company whose shares of common stock were listed during at least one year of such service on the New York Stock Exchange or the American Stock Exchange or quoted on the National Association of Securities Dealers Automated

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Quotations System; or (ii) a life insurance company rated "A" or better by A.M. Best Company during at least one year of such service.

3.5.9.3. Burden of Proof.-- The party or parties challenging the right of an indemnified representative to the benefits of this Section 3.5 shall have the burden of proof.

3.5.9.4. Expenses.-- The Company shall reimburse an indemnified representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

3.5.9.5. Effect.-- Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction, except that the Company shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Sections 3.2 or 3.3 in a proceeding not directly involving indemnification under this Section 3.5. This arbitration provision shall be specifically enforceable.

3.5.10. Contribution.-- If the indemnification provided for in this Section 3.5 or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Company shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Section 3.5 or otherwise.

3.5.11. Contract Rights; Amendment or Repeal.-- All rights under this Section 3.5 shall be deemed a contract between the Company and the indemnified representative pursuant to which the Company and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

3.5.12. Scope of Section.-- The rights granted by this Section 3.5 shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement or expenses may be entitled under any statute, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in an indemnified capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Section 3.5 shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

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3.5.13. Reliance on Provisions.--Each person who shall act as an indemnified representative of the Company shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Section 3.5.

3.5.14. Interpretation.--The provisions of this Section 3.5 are intended to constitute articles authorized by 15 Pa.C.S. §§ 1746 and 1504(c).

#### ARTICLE IV Miscellaneous Provisions

4.1. Amendment of Bylaws by Shareholders.-- The shareholders shall have the power to amend or repeal the bylaws of the Company, or to adopt new bylaws, only with the approval of the Board of Directors.

4.2. Amendment of Bylaws by Directors.-- The Board of Directors of the Company shall have the full authority conferred by law upon the shareholders of the Company to adopt, amend or repeal the bylaws of the Company, including the circumstances otherwise reserved by statute exclusively to the shareholders. The bylaws of the Company may be amended or repealed, or new bylaws may be adopted, by vote of a majority of the Board of Directors of the Company in office at any regular or special meeting of directors. Any bylaw adopted by the Board of Directors under this Section 4.2 shall be consistent with these articles.

4.3. Amendment of Articles.-- These articles may be amended in the manner and at the time prescribed by statute, and all rights conferred upon shareholders herein are granted subject to this reservation; provided, however, that any amendment of these articles which is initiated by the shareholders, and which is not approved by majority vote of the Board of Directors, shall be submitted to a vote of the shareholders only upon petition of shareholders entitled to cast a majority of the votes which all shareholders would be entitled to cast thereon, setting forth the proposed amendment, which petition shall be directed to, and filed with, the Board of Directors.