

PO1957

CT CORPORATION

CORPORATION(S) NAME

Jensen

American Contiental Life Assurance Company

changing name to:

CNA Group Life Assurance Company

FILED
02 JUL 12 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

☐ Profit

☒ Amendment

☐ Merger

☐ Nonprofit

☐ Foreign

☐ Dissolution/Withdrawal

☐ Mark

☐ Reinstatement

☐ Limited Partnership

☐ Annual Report

☐ Other

☐ LLC

☐ Name Registration

☐ Change of RA

☐ Fictitious Name

☐ UCC

☐ Certified Copy

☐ Photocopies

☐ CUS

☐ Call When Ready

☐ Call If Problem

☐ After 4:30

☒ Walk In

☐ Will Wait

☒ Pick Up

☐ Mail Out

RECEIVED
02 JUL 12 AM 11:15
DIVISION OF CORPORATION

Name

7/12/02

Order#: 5461363

Availability _____

Document _____

Examiner _____

Updater _____

Verifier _____

W.P. Verifier _____

*Please call
Melanie if
Any problems.
Thank you*

Ref#:

900006348909---1

-07/12/02--01028--016

Amount: \$ *****35.00 *****35.00

N.C.

C. Coulliette JUL 29 2002

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

July 17, 2002

C T CORPORATION

TALLAHASSEE, FL

SUBJECT: AMERICAN CONTINENTAL LIFE INSURANCE COMPANY
Ref. Number: P01957

We have received your document for AMERICAN CONTINENTAL LIFE INSURANCE COMPANY and check(s) totaling \$35.00. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

When you obtain the certification from the home state showing the name change, please return this for filing.

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) 245-6903.

Cheryl Coulliette
Document Specialist

Letter Number: 502A00043887

Please back-date if possible

Thanks

[Signature] for Melvyn Strickland

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)

FILED
02 JUL 12 PM 4:02
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Document Number of Corporation (If known)

1. American Continental Life Assurance Company

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

2. Missouri

(Incorporated under laws of)

3. _____

(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? November 20, 2001

5. CNA Group Life Assurance 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)

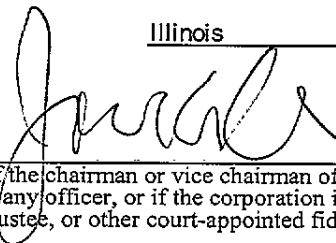
6. If the amendment changes the period of duration, indicate new period of duration.

(New duration)

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

Illinois

(New jurisdiction)


(Signature of the chairman or vice chairman of the board, president, or any officer, or if the corporation is in the hands of a receiver, trustee, or other court-appointed fiduciary, by that fiduciary)

7/11/02
(Date)

Jonathan D. Kantor

(Typed or printed name)

Exec. Vice President, Gen. Counsel & Sec'y

(Title)



STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
320 WEST WASHINGTON STREET
SPRINGFIELD, ILLINOIS 62767-0001



I, the undersigned, Director of Insurance of the State of Illinois, hereby certify that the document to which this Certification is attached is a true and correct copy of the original now on file in and forming a part of the records of the Department of Insurance.

In witness whereof, I hereto set my hand and cause to be affixed the Seal of my office in Springfield, Illinois.

Date: JUL 03 2002 Nat Shapo
Director of Insurance

Printed on Recycled Paper

IL446-0135 (9/01)

STATE OF ILLINOIS

DEPARTMENT OF INSURANCE



CERTIFICATE OF MERGER

Whereas, an Agreement and Plan of Merger, dated October 31, 2001 by and between CNA GROUP LIFE ASSURANCE COMPANY a stock legal reserve company organized and existing under and by virtue of the laws of the State of ILLINOIS and AMERICAN CONTINENTAL LIFE INSURANCE COMPANY, a stock legal reserve company organized and existing under and by virtue of the laws of the State of ILLINOIS, whereby the said CNA GROUP LIFE ASSURANCE COMPANY is being merged into the said AMERICAN CONTINENTAL LIFE INSURANCE COMPANY, the surviving company, has been presented to the Director of Insurance of the State of Illinois for approval;

And it appearing from the documents filed with the Director of Insurance of the State of Illinois that the said parties to said Agreement and Plan of Merger have in all respects complied with the laws of the State of Illinois and with all applicable provisions of an Act of the General Assembly of the State of Illinois entitled: "Illinois Insurance Code" approved June 29, 1937, as amended, and that said Agreement and Plan of Merger is in accordance with the provisions of Article X of the said "Illinois Insurance Code" and is not inconsistent with the laws or constitution of the State of Illinois or of the United States, and the undersigned Director of Insurance of the State of Illinois being satisfied that no reasonable objection exists thereto.

IT IS, THEREFORE, ORDERED that said Agreement and Plan of Merger be and the same is hereby approved, to be effective at 11:58 P.M. on November 7, 2001.

IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of my office. Done at the City
of Springfield, this 20th day of
November, 2001.



Nat Shapiro
Nathaniel S. Shapiro
Director



STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
320 WEST WASHINGTON STREET
SPRINGFIELD, ILLINOIS 62767-0001



I, the undersigned, Director of Insurance of the State of Illinois, hereby certify that the document to which this Certification is attached is a true and correct copy of the original now on file in and forming a part of the records of the Department of Insurance.

In witness whereof, I hereto set my hand and cause to be affixed the Seal of my office in Springfield, Illinois.

Date: JUL 03 2002

Nat Shapo

Director of Insurance

AGREEMENT AND PLAN OF MERGER

DATED AS OF

October 31, 2001

BY AND AMONG

CNA GROUP LIFE ASSURANCE COMPANY

AND

**AMERICAN CONTINENTAL LIFE INSURANCE
COMPANY**

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made as of October 31, 2001, by and among **CNA GROUP LIFE ASSURANCE COMPANY**, an Illinois insurance company ("**GLAC**"), and **AMERICAN CONTINENTAL LIFE INSURANCE COMPANY**, an Illinois insurance company ("**ACLIC**") (GLAC and ACLIC are sometimes referred to individually as a "Constituent Corporation" and together as the "Constituent Corporations").

WHEREAS, on September 28, 2001, Continental Casualty Company, an Illinois insurance company and sole shareholder of GLAC ("**CCC**"), purchased all of the issued and outstanding shares of stock of ACLIC pursuant to that certain Stock Purchase Agreement, dated July 19, 2001, by and between CCC, St. Paul Fire and Marine Insurance Company and American Continental Insurance Company;

WHEREAS, ACLIC was a Missouri domiciled life insurance company that subsequent to its purchase by CCC redomesticated to Illinois immediately prior to the Effective Time;

WHEREAS, CCC currently owns all of the issued and outstanding shares of stock of GLAC and ACLIC;

WHEREAS, the Board of Directors of each of GLAC and ACLIC has determined that it is in the best interests of each Constituent Corporation to merge GLAC with and into ACLIC (sometimes hereinafter referred to as the "Merger");

WHEREAS, the Boards of Directors of each of GLAC and ACLIC has approved the Merger upon the terms and conditions set forth herein; and

WHEREAS, CCC, as the sole shareholder of GLAC and ACLIC, has approved the Merger upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger.

(a) Subject to the terms and conditions of this Agreement, and in accordance with applicable Illinois law, at the Effective Time (as hereinafter defined), GLAC and ACLIC shall consummate the Merger pursuant to which: (i) GLAC shall be merged with and into ACLIC and the separate corporate existence of GLAC shall thereupon cease; and (ii) ACLIC shall be the successor or surviving company in the Merger (sometimes hereinafter

referred to as the "Surviving Company") and shall continue to be governed by the laws of the State of Illinois.

(b) On and after the Effective Time, the Surviving Company shall have all of the rights, privileges, immunities and powers and be subject to all of the duties and liabilities granted or imposed by the Illinois Insurance Code.

(c) On and after the Effective Time, subject to Illinois law, all the property (real, personal and mixed), objects, rights, privileges, immunities, powers, franchises, licenses, registrations and other assets and interest of every kind and description of, or belonging to or due to, GLAC (the "Interests") shall be transferred to and be vested in the Surviving Company by virtue of the Merger without any deed or other transfer. The Surviving Company, without any order or other action on the part of any court or otherwise, shall hold and enjoy all the Interests in the same manner and to the same extent as all the Interests were held or enjoyed by GLAC immediately prior to the Effective Time.

(d) Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All rights of creditors, including policyholders, and all liens on property of both Constituent Corporations shall be preserved and remain unimpaired, with all of their respective liabilities for all contracts, policies, reinsurance agreements, deeds of trust, indentures, debts and obligations of any kind and duties attaching to the Surviving Company and being enforceable against it to the same extent as if those liabilities, obligation, debts and duties had been incurred and contracted by the Surviving Company, or the Surviving Company may be substituted as a named party in the place and stead of GLAC.

(e) Any reference to GLAC or ACLIC in any writing, including, but not limited to, any contracts or policies of insurance or reinsurance, and any and all other contracts, policies, agreements, instruments and documents to which either Constituent Corporation is a party, whether executed or taking effect before or after the Merger, shall be deemed a reference to the Surviving Company if not inconsistent with the other provisions of such writing, and all such writings are hereby ratified, confirmed and approved by the Surviving Company, and the Surviving Company shall be deemed to be substituted in the place and stead of either Constituent Corporation as a party thereto.

Section 1.2 Charter. The Articles of Reorganization of ACLIC in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Company until otherwise amended.

Section 1.3 Name. The name of the Surviving Company shall be "American Continental Life Insurance Company."

Section 1.4 By-laws. The By-laws of ACLIC in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Company until otherwise amended.

Section 1.5 Directors and Officers. The directors and officers of GLAC in office immediately prior to the Effective Time shall serve as the directors and officers of the Surviving Company from and after the Effective Time in accordance with the By-laws of ACLIC.

Section 1.6 Effective Time. As soon as practicable after execution of this Agreement, GLAC and ACLIC will cause an application to obtain approval of the Merger to be executed and filed with the Illinois Department of Insurance in accordance with Illinois Insurance Code (Section 215 ILCS 5/162). The Merger shall not become effective until approved by the Director of the Illinois Department of Insurance (the "Effective Time").

ARTICLE II CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of the GLAC Common Stock (as hereinafter defined) or the holders of any shares of the ACLIC Common Stock (as hereinafter defined):

(a) GLAC Common Stock. Each issued and outstanding share of the GLAC Common Stock shall be cancelled without consideration.

(b) ACLIC Common Stock. Each issued and outstanding share of the ACLIC Common Stock shall remain outstanding, unaffected by the Merger.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 GLAC Representations and Warranties. GLAC represents and warrants to the following:

(a) GLAC is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Illinois and has 450,000 shares of GLAC Common Stock outstanding and 20,000,000 shares of GLAC Common Stock authorized;

(b) the execution, delivery and performance by GLAC of this Agreement and the consummation by GLAC of the Merger are within GLAC's corporate powers;

(c) this Agreement has been duly authorized by all necessary corporate action of GLAC; and

(d) this Agreement constitutes a valid and binding agreement of GLAC.

Section 3.2 ACLIC Representations and Warranties. ACLIC represents and warrants as follows:

(a) ACLIC is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Illinois and has 3,000,000 shares of ACLIC Common Stock outstanding and 100,000,000 shares of ACLIC Common Stock authorized;

(b) the execution, delivery and performance by ACLIC of this Agreement and the consummation by ACLIC of the Merger are within ACLIC's corporate powers;

(c) this Agreement has been duly authorized by all necessary corporate action of ACLIC; and

(d) this Agreement constitutes a valid and binding agreement of ACLIC.

ARTICLE IV COVENANTS

Section 4.1 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Company will be authorized to execute and deliver, in the name and on behalf of GLAC and ACLIC, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of GLAC and ACLIC, any other actions and things they may deem desirable to vest, perfect or confirm of record or otherwise in the Surviving Company any and all right, title and interest in, to and under any of the rights, properties or assets of GLAC and ACLIC acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger.

ARTICLE V CONDITIONS TO THE MERGER

Section 5.1 Conditions to the Obligations of the Constituent Corporations. The obligations of the Constituent Corporations to consummate the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by each of the parties intended to benefit therefrom, to the extent permitted by applicable Law:

(a) no Governmental Authority (as hereinafter defined) shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger; and

(b) all actions by or in respect of or filings with any Governmental Authority, including the Illinois Department of Insurance, required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI TERMINATION

Section 6.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the parties hereto; or

(b) by either GLAC or ACLIC if there shall be any Law or Order that makes consummation of the Merger illegal or otherwise prohibited.

Section 6.2 Effect of Termination. If this Agreement is terminated pursuant to Section 6.1 hereof, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VII MISCELLANEOUS

Section 7.1 Definitions. As used herein, the following terms have the following respective meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"ACLIC Common Stock" means the common stock, \$1.00 par value per share, of ACLIC.

"GLAC Common Stock" means the common stock, \$5.00 par value per share, of GLAC.

"Governmental Authority" means any federal, state, county, local or other governmental or public agency, instrumentality, commission, authority, board or body, and any court, arbitrator, mediator or tribunal.

"Law" means any code, law, ordinance, regulation, rule or statute of any Governmental Authority.

"Order" shall mean any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling or writ of any federal, state or local court, arbitrator, mediator, tribunal or administrative agency.

Section 7.2 Notices. Unless otherwise specifically provided herein, any notice, demand, request or other communication herein requested or permitted to be given shall be in writing and may be personally served, sent by overnight courier service or sent by telecopy with a confirming copy sent by United States first-class mail, each with any postage or delivery charge prepaid. For the purposes hereof, the addresses of the parties here (until notice of a change thereof is delivered as provided in this Section) shall be as follows:

If to GLAC:

CNA Group Life Insurance Company

Jeffery C. Alton

CNA Plaza, 22 South

Chicago, Illinois 60685

Telephone: 312-822-7901

Telecopy: 312-822-5459

If to ACLIC:

American Continental Life Insurance Company
Jeffery C. Alton
CNA Plaza, 22 South
Chicago, Illinois 60685
Telephone: 312-822-7901
Telecopy: 312-822-5459

Any notice provided hereunder shall be deemed to have been given on the date delivered in person, or on the next business day after deposit with an overnight courier service, or on the date received by telecopy transmissions.

Section 7.3 Amendments; No Waiver. Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 7.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for its conflicts of laws principles.


Section 7.6 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 7.7 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

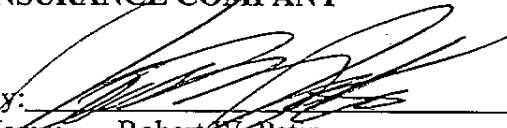
[Signatures on Next Page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

CNA GROUP LIFE ASSURANCE COMPANY

By: 
Name: Sandra M. Ricketts
Title: Vice President

**AMERICAN CONTINENTAL LIFE
INSURANCE COMPANY**

By: 
Name: Robert W. Patin
Title: A President & CEO, American Continental
Life Insurance Company

Approved	<u>11/20/01</u>
to be effective 11:58 P.M. on November 7, 2001.	
State of Illinois	
Department of Insurance	
by:	<u>Nat Shapiro</u>
	Director of Insurance

STATE OF ILLINOIS

DEPARTMENT OF INSURANCE



WHEREAS, the CNA GROUP LIFE ASSURANCE COMPANY located at CHICAGO in the State of ILLINOIS was incorporated pursuant to the provisions of the "Illinois Insurance Code" applicable to said Company:

NOW, THEREFORE, I, the undersigned, Director of Insurance of the State of Illinois, do hereby certify that the said Company is authorized to transact its appropriate business as set forth under Clause(s) (a) Life and (b) Accident & Health of Class 1 of Section 4 of the "Illinois Insurance Code" in this State, in accordance with the laws thereof.



IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of my office. Done at the City of Springfield, this 3rd of July, 2002.

Nat Shapo
Nathaniel S. Shapo
Director



STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
320 WEST WASHINGTON STREET
SPRINGFIELD, ILLINOIS 62767-0001



I, the undersigned, Director of Insurance of the State of Illinois, hereby certify that the document to which this Certification is attached is a true and correct copy of the original now on file in and forming a part of the records of the Department of Insurance.

In witness whereof, I hereto set my hand and cause to be affixed the Seal of my office in Springfield, Illinois.

Date: JUL 03 2002 Nat Shapo
Director of Insurance

AGREEMENT AND PLAN OF MERGER

DATED AS OF

October 31, 2001

BY AND AMONG

CNA GROUP LIFE ASSURANCE COMPANY

AND

**AMERICAN CONTINENTAL LIFE INSURANCE
COMPANY**

AGREEMENT AND PLAN OF MERGER

This **AGREEMENT AND PLAN OF MERGER** (this "Agreement") is made as of October 31, 2001, by and among **CNA GROUP LIFE ASSURANCE COMPANY**, an Illinois insurance company ("**GLAC**"), and **AMERICAN CONTINENTAL LIFE INSURANCE COMPANY**, an Illinois insurance company ("**ACLIC**") (GLAC and ACLIC are sometimes referred to individually as a "Constituent Corporation" and together as the "Constituent Corporations").

WHEREAS, on September 28, 2001, Continental Casualty Company, an Illinois insurance company and sole shareholder of GLAC ("**CCC**"), purchased all of the issued and outstanding shares of stock of ACLIC pursuant to that certain Stock Purchase Agreement, dated July 19, 2001, by and between CCC, St. Paul Fire and Marine Insurance Company and American Continental Insurance Company;

WHEREAS, ACLIC was a Missouri domiciled life insurance company that subsequent to its purchase by CCC redomesticated to Illinois immediately prior to the Effective Time;

WHEREAS, CCC currently owns all of the issued and outstanding shares of stock of GLAC and ACLIC;

WHEREAS, the Board of Directors of each of GLAC and ACLIC has determined that it is in the best interests of each Constituent Corporation to merge GLAC with and into ACLIC (sometimes hereinafter referred to as the "Merger");

WHEREAS, the Boards of Directors of each of GLAC and ACLIC has approved the Merger upon the terms and conditions set forth herein; and

WHEREAS, CCC, as the sole shareholder of GLAC and ACLIC, has approved the Merger upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE MERGER

Section 1.1 The Merger.

(a) Subject to the terms and conditions of this Agreement, and in accordance with applicable Illinois law, at the Effective Time (as hereinafter defined), GLAC and ACLIC shall consummate the Merger pursuant to which: (i) GLAC shall be merged with and into ACLIC and the separate corporate existence of GLAC shall thereupon cease; and (ii) ACLIC shall be the successor or surviving company in the Merger (sometimes hereinafter

referred to as the "Surviving Company") and shall continue to be governed by the laws of the State of Illinois.

(b) On and after the Effective Time, the Surviving Company shall have all of the rights, privileges, immunities and powers and be subject to all of the duties and liabilities granted or imposed by the Illinois Insurance Code.

(c) On and after the Effective Time, subject to Illinois law, all the property (real, personal and mixed), objects, rights, privileges, immunities, powers, franchises, licenses, registrations and other assets and interest of every kind and description of, or belonging to or due to, GLAC (the "Interests") shall be transferred to and be vested in the Surviving Company by virtue of the Merger without any deed or other transfer. The Surviving Company, without any order or other action on the part of any court or otherwise, shall hold and enjoy all the Interests in the same manner and to the same extent as all the Interests were held or enjoyed by GLAC immediately prior to the Effective Time.

(d) Any action or proceeding, whether civil, criminal or administrative, pending by or against either of the Constituent Corporations may be prosecuted as if the Merger had not taken place. All rights of creditors, including policyholders, and all liens on property of both Constituent Corporations shall be preserved and remain unimpaired, with all of their respective liabilities for all contracts, policies, reinsurance agreements, deeds of trust, indentures, debts and obligations of any kind and duties attaching to the Surviving Company and being enforceable against it to the same extent as if those liabilities, obligation, debts and duties had been incurred and contracted by the Surviving Company, or the Surviving Company may be substituted as a named party in the place and stead of GLAC.

(e) Any reference to GLAC or ACLIC in any writing, including, but not limited to, any contracts or policies of insurance or reinsurance, and any and all other contracts, policies, agreements, instruments and documents to which either Constituent Corporation is a party, whether executed or taking effect before or after the Merger, shall be deemed a reference to the Surviving Company if not inconsistent with the other provisions of such writing, and all such writings are hereby ratified, confirmed and approved by the Surviving Company, and the Surviving Company shall be deemed to be substituted in the place and stead of either Constituent Corporation as a party thereto.

Section 1.2 Charter. The Articles of Reorganization of ACLIC in effect immediately prior to the Effective Time shall be the Articles of Incorporation of the Surviving Company until otherwise amended.

Section 1.3 Name. The name of the Surviving Company shall be "American Continental Life Insurance Company."

Section 1.4 By-laws. The By-laws of ACLIC in effect immediately prior to the Effective Time shall be the By-laws of the Surviving Company until otherwise amended.

Section 1.5 Directors and Officers. The directors and officers of GLAC in office immediately prior to the Effective Time shall serve as the directors and officers of the Surviving Company from and after the Effective Time in accordance with the By-laws of ACLIC.

Section 1.6 Effective Time. As soon as practicable after execution of this Agreement, GLAC and ACLIC will cause an application to obtain approval of the Merger to be executed and filed with the Illinois Department of Insurance in accordance with Illinois Insurance Code (Section 215 ILCS 5/162). The Merger shall not become effective until approved by the Director of the Illinois Department of Insurance (the "Effective Time").

ARTICLE II CONVERSION OF SECURITIES

Section 2.1 Conversion of Capital Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of the holders of any shares of the GLAC Common Stock (as hereinafter defined) or the holders of any shares of the ACLIC Common Stock (as hereinafter defined):

(a) GLAC Common Stock. Each issued and outstanding share of the GLAC Common Stock shall be cancelled without consideration.

(b) ACLIC Common Stock. Each issued and outstanding share of the ACLIC Common Stock shall remain outstanding, unaffected by the Merger.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Section 3.1 GLAC Representations and Warranties. GLAC represents and warrants to the following:

(a) GLAC is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Illinois and has 450,000 shares of GLAC Common Stock outstanding and 20,000,000 shares of GLAC Common Stock authorized;

(b) the execution, delivery and performance by GLAC of this Agreement and the consummation by GLAC of the Merger are within GLAC's corporate powers;

(c) this Agreement has been duly authorized by all necessary corporate action of GLAC; and

(d) this Agreement constitutes a valid and binding agreement of GLAC.

Section 3.2 ACLIC Representations and Warranties. ACLIC represents and warrants as follows:

(a) ACLIC is a corporation, duly incorporated, validly existing and in good standing under the Laws of the State of Illinois and has 3,000,000 shares of ACLIC Common Stock outstanding and 100,000,000 shares of ACLIC Common Stock authorized;

(b) the execution, delivery and performance by ACLIC of this Agreement and the consummation by ACLIC of the Merger are within ACLIC's corporate powers;

(c) this Agreement has been duly authorized by all necessary corporate action of ACLIC; and

(d) this Agreement constitutes a valid and binding agreement of ACLIC.

ARTICLE IV COVENANTS

Section 4.1 Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Company will be authorized to execute and deliver, in the name and on behalf of GLAC and ACLIC, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of GLAC and ACLIC, any other actions and things they may deem desirable to vest, perfect or confirm of record or otherwise in the Surviving Company any and all right, title and interest in, to and under any of the rights, properties or assets of GLAC and ACLIC acquired or to be acquired by the Surviving Company as a result of, or in connection with, the Merger.

ARTICLE V CONDITIONS TO THE MERGER

Section 5.1 Conditions to the Obligations of the Constituent Corporations. The obligations of the Constituent Corporations to consummate the Merger are subject to the satisfaction at or prior to the Effective Time of the following conditions, any or all of which may be waived, in whole or in part, by each of the parties intended to benefit therefrom, to the extent permitted by applicable Law:

(a) no Governmental Authority (as hereinafter defined) shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) which has the effect of making the Merger illegal or otherwise prohibiting consummation of the Merger; and

(b) all actions by or in respect of or filings with any Governmental Authority, including the Illinois Department of Insurance, required to permit the consummation of the Merger shall have been obtained.

ARTICLE VI TERMINATION

Section 6.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by mutual written consent of the parties hereto; or

(b) by either GLAC or ACLIC if there shall be any Law or Order that makes consummation of the Merger illegal or otherwise prohibited.

Section 6.2 Effect of Termination. If this Agreement is terminated pursuant to Section 6.1 hereof, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

ARTICLE VII MISCELLANEOUS

Section 7.1 Definitions. As used herein, the following terms have the following respective meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"ACLIC Common Stock" means the common stock, \$1.00 par value per share, of ACLIC.

"GLAC Common Stock" means the common stock, \$5.00 par value per share, of GLAC.

"Governmental Authority" means any federal, state, county, local or other governmental or public agency, instrumentality, commission, authority, board or body, and any court, arbitrator, mediator or tribunal.

"Law" means any code, law, ordinance, regulation, rule or statute of any Governmental Authority.

"Order" shall mean any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling or writ of any federal, state or local court, arbitrator, mediator, tribunal or administrative agency.

Section 7.2 Notices. Unless otherwise specifically provided herein, any notice, demand, request or other communication herein requested or permitted to be given shall be in writing and may be personally served, sent by overnight courier service or sent by telecopy with a confirming copy sent by United States first-class mail, each with any postage or delivery charge prepaid. For the purposes hereof, the addresses of the parties here (until notice of a change thereof is delivered as provided in this Section) shall be as follows:

If to GLAC:

CNA Group Life Insurance Company

Jeffery C. Alton

CNA Plaza, 22 South

Chicago, Illinois 60685

Telephone: 312-822-7901

Telecopy: 312-822-5459

If to ACLIC:

American Continental Life Insurance Company
Jeffery C. Alton
CNA Plaza, 22 South
Chicago, Illinois 60685
Telephone: 312-822-7901
Telecopy: 312-822-5459

Any notice provided hereunder shall be deemed to have been given on the date delivered in person, or on the next business day after deposit with an overnight courier service, or on the date received by telecopy transmissions.

Section 7.3 Amendments; No Waiver. Any provision of this Agreement may be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by all parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 7.4 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 7.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for its conflicts of laws principles.


Section 7.6 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 7.7 Counterparts; Effectiveness. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

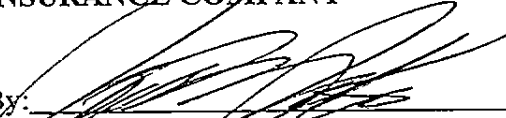
[Signatures on Next Page]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf as of the day and year first above written.

CNA GROUP LIFE ASSURANCE COMPANY

By: 
Name: Sandra M. Ricketts
Title: Vice President

**AMERICAN CONTINENTAL LIFE
INSURANCE COMPANY**

By: 
Name: Robert W. Patin
Title: A President & CEO, American Continental
Life Insurance Company

Approved <u>11/20/01</u> to be effective 11:58 P.M. on November 7, 2001. State of Illinois Department of Insurance by: <u>Nat Shiger</u> Director of Insurance
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STATE OF ILLINOIS
DEPARTMENT OF INSURANCE
320 WEST WASHINGTON STREET
SPRINGFIELD, ILLINOIS 62767-0001



I, the undersigned, Director of Insurance of the State of Illinois, hereby certify that the document to which this Certification is attached is a true and correct copy of the original now on file in and forming a part of the records of the Department of Insurance.

In witness whereof, I hereto set my hand and cause to be affixed the Seal of my office in Springfield, Illinois.

Date: JUL 26 2002

Nat Shapo
Director of Insurance

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

OF

AMERICAN CONTINENTAL LIFE INSURANCE COMPANY

TO: Nathaniel S. Shapo, Director
Illinois Department of Insurance
Springfield, Illinois 62767

The undersigned, American Continental Life Insurance Company, for the purpose of amending and restating its Articles of Incorporation and pursuant to the provisions of Section 29 of the Illinois Insurance Code, hereby executes the following Amended and Restated Articles of Incorporation:

ARTICLE I.

The name of the Company shall be CNA Group Life Assurance Company.

ARTICLE II.

The principal office of the Company shall be located in the City of Chicago, Illinois.

ARTICLE III.

The duration of the Company shall be perpetual.

ARTICLE IV.

1. The Company shall be authorized and empowered to transact life insurance as defined in Section 4, Class 1 of the Illinois Insurance Code as follows:

Class 1. Life, Accident and Health.

(a) Life. Insurance on the lives of persons and every insurance appertaining thereto or connected therewith and granting, purchasing or disposing of annuities. Policies of life or endowment insurance or annuity contracts or contracts supplemental thereto which contain provisions for additional benefits in case of death by accidental means and provisions operating to safeguard such policies or contracts against lapse, to give a special surrender value, or special benefit, or an annuity, in the event, that the insured or annuitant shall become totally and permanently disabled as defined by the policy or contract, or which contain benefits providing acceleration of life or endowment or annuity benefits in advance of the time they would otherwise be payable, as an indemnity for long term care which is certified or ordered by a physician, including but not limited to, professional nursing care, medical care expenses, custodial nursing care, non-nursing custodial care provided in a nursing home or at a residence of the insured, or which contain benefits providing acceleration of life or endowment or annuity benefits in advance of the time they would otherwise be payable, at any time during the insured's lifetime, as an indemnity for a terminal illness shall be deemed to be policies of life or endowment insurance or annuity contracts within the intent of this clause.

Also to be deemed as policies of life or endowment insurance or annuity contracts within the intent of this clause shall be those policies or riders that provide for the payment of up to 75% of the face amount of benefits in advance of the time they would otherwise be payable upon a diagnosis by a physician licensed to practice medicine in all of its branches that the insured has incurred a covered condition listed in the policy or rider.

"Covered condition," as used in this clause, means: heart attack, stroke, coronary artery surgery, life threatening cancer, renal failure, alzheimer's disease, paraplegia, major organ transplantation, total and permanent disability, and any other medical condition that the Department may approve for any particular filing.

(b) Accident and health. Insurance against bodily injury, disablement or death by accident and against disablement resulting from sickness or old age and every insurance appertaining thereto, including stop-loss insurance. Stop-loss insurance is insurance against the risk of economic loss issued to a single employer self-funded employee disability benefit plan or an employee welfare benefit plan as described in 29 U.S.C. 1002et seq.

ARTICLE V.

1. The business of the Company shall be managed by a Board of Directors composed of such number of natural persons, not less than three nor more than twenty-one, as may be fixed from time to time as set forth in the by-laws of the Company. Such persons shall be at least twenty-one years of age, and at least three members of the Board of Directors shall be residents and citizens of the State of Illinois.

2. The full Board of Directors shall be elected annually by the shareholders at a duly held meeting. Any vacancy in the Board of Directors may be filled by election at a special meeting of the shareholders called for that purpose. All directors elected by the shareholders shall hold office until the annual meeting of the shareholders next succeeding their election and until their successors are elected and qualified.

3. In all elections for directors, every shareholder shall have the right to vote, in person or by proxy, for the number of shares owned by him, for as many persons as there are directors to be elected, or to cumulate said shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares equal, or to distribute them on the same principle among as many candidates as he shall think fit.

4. The Board of Directors shall have the sole power to make, alter, amend or repeal by-laws for the government and regulation of the Company's affairs.

ARTICLE VI.

The authorized capital of the Company shall be \$100,000,000; the number of authorized common shares shall be 100,000,000; the par value of each common share shall be \$1.00; and the number of common shares issued at the effective date of this Article is 3,000,000.

ARTICLE VII.

The Company shall have all of the rights, privileges, immunities and powers accorded it by the law under which it is incorporated, including the capacity

1. To sue and be sued, complain and defend in its corporate name;

2. To have a corporate seal which may be altered at pleasure and to use the same by causing it or a facsimile thereof to be impressed or affixed, or in any other manner reproduced;

3. To acquire, own, hold, lease, mortgage, pledge, convey, sell, exchange or otherwise dispose of property, real and personal, tangible and intangible, whether located within or without the borders of this State;

4. To borrow money and to issue its notes or debentures to evidence such borrowings;

5. To conduct its business and to carry on its operations in this State and elsewhere, and to have one or more offices outside as well as within this State;

6. To appoint such officers, agents and employees as the business of the Company may require and to define their duties and fix their compensation;

7. To merge or consolidate with any corporation, and to reorganize or reincorporate in such manner as may be permitted by law;

8. To cease doing business, to dissolve and to surrender its corporate franchise and authority as provided by law;
9. To have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Company is formed.

ARTICLE VIII.

Except as provided above in the case of elections for directors, each outstanding share shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

Shares standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent, or proxy as the by-laws of such corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such corporation may determine.

Shares standing in the name of a deceased person may be voted by his administrator or executor, either in person or by proxy. Shares standing in the name of a guardian, conservator, or trustee may be voted by such fiduciary, either in person or by proxy, but no guardian, conservator, or trustee shall be entitled, as such fiduciary, to vote shares held by him without a transfer of such shares into his name.

Shares standing in the name of a receiver may be voted by such receiver and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee and thereafter the pledgee shall be entitled to vote the shares so transferred.

For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may provide that the stock transfer book shall be closed for a stated period but not to exceed, in any case, forty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than forty days and, in case of a meeting of shareholders, not less than ten days prior to the date of which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

IN WITNESS WHEREOF, the undersigned a President & Chief Executive Officer of American Continental Life Insurance Company and Assistant Secretary of American Continental Life Insurance Company has caused these Articles of Incorporation to be executed in duplicate this 7 th day of November, 2001.

By [Signature]
Robert W. Patin, a President & CEO of
American Continental Life Insurance Company

By [Signature]
Jeffery C. Alton, Assistant Secretary & Assistant Vice President

STATE OF ILLINOIS)

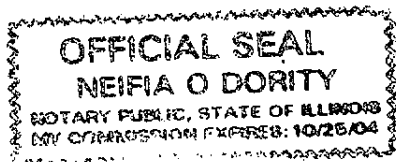
) SS

COUNTY OF COOK)

I, NEIFIA O. DORITY Notary Public for said state and county, do hereby certify that on the 7th day of NOVEMBER, 2001, Robert W. Patin and Jeffery C. Alton personally appeared before me and declared that Robert W. Patin is a President & Chief Executive Officer of American Continental Life Insurance Company and Jeffery C. Alton is the Assistant Secretary of American Continental Life Insurance Company and being first duly sworn, each of them acknowledged that they signed the foregoing Amended and Restated Articles of Incorporation of American Continental Life Insurance Company in their aforementioned capacity therein set forth and declared that the statements therein contained are true.

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

(SEAL)



Neifia O. DORITY
NEIFIA O. DORITY, Notary Public

My commission expires 10/25/2004

Approved <u>11/20/01</u> to be effective 11:59 P.M. on November 7, 2001. State of Illinois Department of Insurance by: <u>Nat Shager</u> Director of Insurance
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