

09-25-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

1888857

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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FC:481 40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002145 FRAME: 0369

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

MARK D. FREDERIKSEN

9-6-00

Name of Person Signing

Signature

Date Signed

STATE OF NEBRASKA
DEPARTMENT OF INSURANCE

CERTIFICATION

December 26, 1995

I, Robert G. Lange, Director of Insurance of the State of Nebraska, do hereby
certify that the attached is a full and correct copy of

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

GUARANTEE LIFE INSURANCE COMPANY

(FORMERLY GUARANTEE MUTUAL LIFE COMPANY)

Now on file and forming a part of the records of this Department.

I hereto subscribe my name under the seal of my office, at Lincoln, Nebraska.



Robert G. Lange

DIRECTOR OF INSURANCE

RECEIVED
THOMAS F. STANLEY
NEBRASKA DEPARTMENT OF INSURANCE
DOUGLAS COUNTY, NE

These amended and restated Articles of Incorporation shall not become effective until the Nebraska Department of Insurance first issues a certificate of authority to Guarantee Life Insurance Company.

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
GUARANTEE LIFE INSURANCE COMPANY
(formerly Guarantee Mutual Life Company)**

The Guarantee Mutual Life Company (the "Corporation") was organized under the laws of the State of Nebraska. The Corporation hereby amends and restates its amended and substituted articles of incorporation in their entirety in accordance with a plan of conversion to become a stock insurance company and pursuant to Neb. Rev. Stat. §§ 44-231, 44-6104 and the Nebraska Business Corporation Act, and adopts the following Amended and Restated Articles of Incorporation for the Corporation:

RECORDED
AND

ARTICLE I

NAME

The name of the Corporation is Guarantee Life Insurance Company.

ARTICLE II

DURATION

The period of the Corporation's duration is perpetual.

ARTICLE III

PURPOSES AND POWERS

The purposes for which the Corporation is formed are to engage in the business of:

A. life insurance, variable life insurance, annuities and variable annuities, sickness and accident insurance or insurance for disablement from sickness or hospitalization, and every insurance pertaining thereto, as set forth in Neb. Rev. Stat. § 44-201, with the right to engage in group insurance and reinsurance;

B. to exercise all the powers and privileges permitted by the State of Nebraska related to the foregoing and to do everything necessary, proper, advisable and convenient for the accomplishment of the purposes hereinabove set forth, and to do all others things incidental thereto or connected therewith which are not forbidden by the

NEBRASKA DEPT INSURANCE

NEBRASKA DEPARTMENT
OF INSURANCE

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DEC 19 1995

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Tentative Approval
NOT FINAL

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laws of the State of Nebraska or by these Amended and Restated Articles of Incorporation; and

C. to extend the operation of this Corporation to any other state, territory or foreign country with the power to comply with all legal and regulatory requirements thereof.

ARTICLE IV

AUTHORIZED SHARES

The aggregate number of shares which the Corporation shall have the authority to issue is 10,000,000 shares of Common Stock, par value of \$1.00 per share.

ARTICLE V

PREEMPTIVE RIGHTS

No holder of shares of the Corporation shall, as such holder, have any right to purchase or subscribe for any part of the unissued shares of the Corporation of any class, now or hereafter authorized, or of any bond, debenture, obligation or instrument which the Corporation may issue or sell that shall be convertible into or exchangeable for or entitle the holders thereof to purchase or subscribe for any shares of the Corporation of any class, now or hereafter authorized, other than such right, if any, as the Board of Directors of the Corporation in its discretion may determine.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the Corporation shall be conducted by a Board of Directors which shall have and shall exercise all the powers of the Corporation. The number of directors shall be as fixed by the Board of Directors in accordance with the Bylaws, but shall not be less than five persons nor more than twenty-one persons.

ARTICLE VII

OFFICERS

The officers of the Corporation shall be a President, one or more Vice Presidents, Secretary, Treasurer and such other officers as may be appointed by the Board of Directors in the manner provided in the Bylaws.

ARTICLE VIII

LIMITATION OF LIABILITY FOR OUTSIDE DIRECTORS

An outside director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any act or omission not in good faith which involves intentional misconduct or a knowing violation of the law; (ii) for any transaction from which the outside director derived an improper direct or indirect financial benefit; (iii) for paying a dividend or approving a stock repurchase which was in violation of the Nebraska Business Corporation Act; (iv) for any act or omission which violates a declaratory or injunctive order obtained by the Corporation or its shareholders; and (v) for any act or omission occurring prior to the effective date of this provision.

For purposes of this Article, the term "outside director" shall mean a member of the Board of Directors of the Corporation who is not an officer or a person who may control the conduct of the Corporation through management agreements, voting trusts, directorships in related corporation, or any other device or relationship.

No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any outside director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal. If the Nebraska Business Corporation Act is amended after approval of this Article by the shareholders to authorize the further elimination or limitation of the liability of directors, then the liability of directors shall be eliminated or limited to the full extent authorized by the Nebraska Business Corporation Act, as so amended.

ARTICLE IX

BYLAWS

The Bylaws of the Corporation may be amended, modified or repealed by a majority vote of the Board of Directors at any regular or special meeting of the Board of Directors or by a majority vote of the Shareholders at any regular or special meeting of the Shareholders, or by written consent of the Board of Directors or Shareholders as provided in the Bylaws.

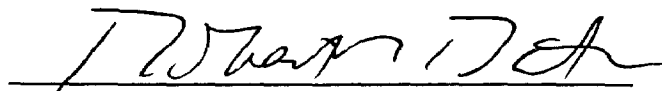
ARTICLE X

REGISTERED OFFICE AND REGISTERED AGENT

The home office and principal place of business of the Corporation shall be in the City of Omaha, County of Douglas, State of Nebraska. The street address of the initial registered office of the Corporation is Guarantee Centre, 8801 Indian Hills Drive, Omaha, Nebraska 68114, and the name of its initial registered agent at such address is Richard A. Spellman.

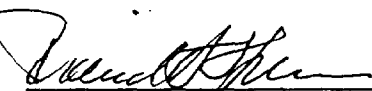
IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been signed this 1st day of December, 1995.

GUARANTEE LIFE INSURANCE COMPANY



Robert D. Bates
Chairman of the Board, President and
Chief Executive Officer

Attest:



Richard A. Spellman
Senior Vice President, General
Counsel and Secretary

**STATE OF NEBRASKA
DEPARTMENT OF INSURANCE**

CERTIFICATION

August 1, 2000

I, L. TIM WAGNER, Director of Insurance of the State of Nebraska, do hereby
certify that the attached is a full and correct copy of the

ARTICLES OF MERGER AND AGREEMENT AND PLAN OF MERGER

MERGING

ALEXANDER HAMILTON LIFE INSURANCE COMPANY OF AMERCIA

AND

GUARANTEE LIFE INSURANCE COMPANY

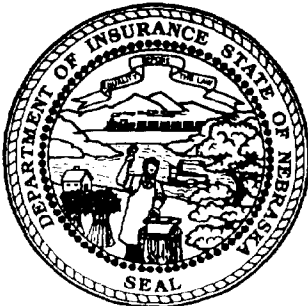
WITH AND INTO

JEFFERSON PILOT FINANCIAL INSURANCE COMPANY

EFFECTIVE AUGUST 1, 2000

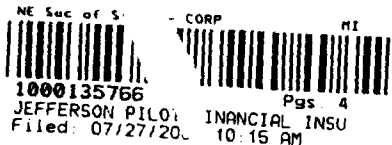
Now on file and forming a part of the records of this Department.

I hereto subscribe my name under the seal of my office, at Lincoln, Nebraska.



L. Tim Wagner

DIRECTOR OF INSURANCE



ARTICLES OF MERGER

Robert A. Reed, the duly authorized Vice President and Secretary of Jefferson Pilot Financial Insurance Company ("JPFIC"), a Nebraska stock insurance company, of Alexander Hamilton Life Insurance Company of America ("AHL"), a Michigan stock insurance company, and of Guarantee Life Insurance Company ("GLIC"), a Nebraska stock insurance company, do hereby certify as follows:

1. Attached hereto is a true and correct copy of the Agreement and Plan of Merger among JPFIC, AHL and GLIC (the "Agreement") stating an effective time for the merger of August 1, 2000.
2. The Board of Directors of JPFIC, by unanimous written consent effective July 14, 2000, unanimously approved and adopted the Agreement, approved the transaction contemplated by the Agreement, recommended the Agreement to its shareholder, submitted the Agreement for approval by its shareholder, and authorized and directed the officers of JPFIC to effect the merger transaction if the shareholder approves.
3. The sole shareholder of JPFIC, by written consent effective July 14, 2000, approved and adopted the Agreement.
4. The Board of Directors of AHL, by unanimous written consent effective July 14, 2000, unanimously adopted and approved the Agreement, recommended the Agreement to its shareholder and submitted the Agreement for approval by its shareholder.
5. The sole shareholder of AHL, by written consent effective July 14, 2000, approved and adopted the Agreement.
6. The Board of Directors of GLIC, by unanimous written consent effective July 14, 2000, unanimously adopted and approved the Agreement, recommended the Agreement to its shareholder and submitted the Agreement for approval by its shareholder.
7. The sole shareholder of GLIC, by written consent effective July 14, 2000, approved and adopted the Agreement.
8. Whereupon, the Agreement was adopted with the merger intended to become effective August 1, 2000.

IN WITNESS WHEREOF, I hereunto sign my name this 14th day of July, 2000.

NEBRASKA DEPARTMENT
OF INSURANCE

JUL 17 2000

FILIC

Robert A. Reed
Vice President and Secretary of:
Jefferson Pilot Financial Insurance Company,
Alexander Hamilton Life Insurance Company of
America, and Guarantee Life Insurance Company

AGREEMENT AND PLAN OF MERGER

JUL 17 2000

MERGING

FILED

ALEXANDER HAMILTON LIFE INSURANCE COMPANY OF AMERICA
a Michigan corporation

AND

GUARANTEE LIFE INSURANCE COMPANY
a Nebraska corporation

WITH AND INTO

JEFFERSON PILOT FINANCIAL INSURANCE COMPANY
a Nebraska corporation

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made on July 14, 2000 by and among Alexander Hamilton Life Insurance Company of America, a Michigan corporation ("AHL"), Guarantee Life Insurance Company, a Nebraska corporation ("GLIC"), and Jefferson Pilot Financial Insurance Company, a Nebraska corporation ("JPFIC").

R E C I T A L S

- A. Each of AHL and JPFIC is a wholly owned direct subsidiary of Jefferson-Pilot Corporation ("JP Corp"), and GLIC is a wholly owned subsidiary of The Guarantee Life Companies Inc. ("TGLCI"), which in turn is a wholly owned direct subsidiary of JP Corp.
- B. The boards of directors and the shareholders of each of AHL, GLIC and JPFIC have unanimously adopted and approved this Agreement and Plan of Merger, in accordance with Nebraska Business Corporation Act Sections 21-20,128 and 20,130 and Michigan Insurance Code Section 7604.
- C. The merger described herein is intended to qualify as a tax free reorganization under the Internal Revenue Code.
- D. All regulatory approvals required to complete the merger under Nebraska and Michigan law are in process and should be obtained prior to the Effective Time defined herein.

THEREFORE, it is agreed that AHL and GLIC shall merge with and into JPFIC, as follows:

FIRST: In accordance with Nebraska laws and regulations and applicable Michigan laws and regulations, AHL and GLIC shall be merged simultaneously in a single transaction with and into JPFIC (the "Merger"), which shall be the surviving corporation, and the separate corporate existence of AHL and GLIC shall cease. The Merger shall become effective on August 1, 2000 (the "Effective Time"). AHL shall file a Certificate of Dissolution pursuant to Michigan Insurance Code Section 7604(2).

SECOND: On the date of execution hereof, shares outstanding for each constituent corporation are as follows, all of which have full voting rights: AHL, 2,000,000 Series A Common Shares and 500,000 Series B Common Shares; GLIC, 7,069,383 shares of common stock; JPFIC, 600,000 shares of common stock.

THIRD: The manner and basis of converting the shares of each of AHL, GLIC and JPFIC is as follows:

- A. The 2,000,000 shares of common stock, Series A, and the 500,000 shares of common stock, Series B, of AHL issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 321,600 fully paid and nonassessable shares of JPFIC common stock, \$5.00 par value per share, issued to JP Corp.
- B. The 7,069,383 shares of common stock of GLIC issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 117,900 fully paid and nonassessable shares of JPFIC common stock, \$5.00 par value per share, issued to TGLCI.
- C. The 600,000 shares of common stock of JPFIC issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 160,500 fully paid and nonassessable shares of JPFIC common stock, \$5.00 par value per share, issued to JP Corp.
- D. New JPFIC share certificates shall be issued to JP Corp and TGLCI, and the JPFIC share certificate held by JP Corp before the merger shall be cancelled and be of no further effect from and after the Effective Time of the Merger.

FOURTH: JPFIC as the surviving corporation shall, by virtue of the Merger, and in accordance with Nebraska law, possess all of the properties and rights, and be subject to all of the liabilities, of AHL, GLIC and JPFIC and be governed by the laws of Nebraska. From and after the Effective Time, the Merger shall have all the effects provided by applicable law including Nebraska Business Corporation Act Section 21-20,133. All state authorities, product approvals, agent licenses and statutory deposits of AHL and GLIC shall pass to JPFIC in the Merger, and appropriate notice to appropriate insurance regulators shall be given.

FIFTH: The \$50 million Capital Note, issued September 29, 1994 and due September 30, 2024, of AHL issued and outstanding at the Effective Time, as amended and restated coincident with the merger, shall become an obligation of JPFIC subject to all of its terms and conditions including subordination to all claims of all policyholders of JPFIC as the surviving corporation, and a replacement amended Surplus Note shall be issued to the holder showing JPFIC as the obligor.

SIXTH: AHL, GLIC and JPFIC shall take or cause to be taken all action, or do or cause to be done all things necessary, proper or advisable under the Nebraska Business Corporation Act, applicable Michigan laws and any other applicable laws and regulations to consummate the Merger.


SEVENTH: The Articles of Incorporation of JPFIC and the By-laws of JPFIC shall not be amended in connection with the Merger, and each shall continue in effect unchanged by the Merger.

EIGHTH: JPFIC acknowledges that from and after the Effective Time it stands in the place and stead of each of AHL and GLIC with respect to their respective obligations to their policyholders, including but not limited to the obligation to pay claims.

NINTH: This Agreement may be amended or abandoned at any time prior to the Effective Time by action of the board of directors of JPFIC, without shareholder action. No such amendment shall be effective until a revised version of this Agreement is properly filed in Nebraska and Michigan. In the event of such abandonment, this Agreement shall become void and have no further effect and appropriate notice thereof shall be given to Nebraska and Michigan.

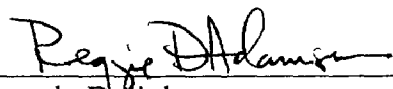
Executed as of the date first above written.

**ALEXANDER HAMILTON LIFE INSURANCE
COMPANY OF AMERICA**

By: 

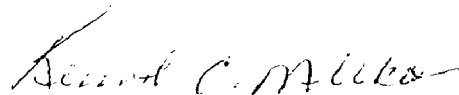
Dennis R. Glass
Executive Vice President

GUARANTEE LIFE INSURANCE COMPANY

By: 

Reggie D. Adamson
Senior Vice President - Finance

**JEFFERSON PILOT FINANCIAL INSURANCE
COMPANY**

By: 

Kenneth C. Mlekush
President