



Doc# 2204119028 Fee \$101.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/10/2022 11:29 AM PG: 1 OF 9

ARTICLES OF INCORPORATION OF DEVOTED HEALTH INSURANCE COMPANY OF ILLINOIS, INC.

1. Name. The name of the company is Devoted Health Insurance Company of Illinois, Inc. (the "Company").

2. Purpose. The Company is organized as a domestic stock insurance company pursuant to Article II of the Illinois Insurance Code. The purpose for which the Company is organized is to serve as a life and health insurance company in accordance with Article II of the Illinois Insurance Code. The Company proposes to write and offer accident and health insurance policies under 215 ILCS 5/4, Class 1(b), Accident and Health.

3. Duration. The duration of the Company shall be perpetual.

4. Principal Office. The principal office of the Company is in Cook County, in the State of Illinois.

5. Statutory Agent. The name and address of the initial statutory agent of the Company in the State of Illinois is: Registered Agent Solutions, Inc., 901 South 2nd Street, Suite 201, Springfield, Illinois 62704.

6. Authorized Capital. The amount of authorized capital of the Company is Two Million Dollars (\$2,000,000). The aggregate number, class and par value of the shares which the Company shall have the authority to issue is twenty thousand (20,000) shares of common stock in a single series, all of which have a par value of \$100 per share. The number of shares of the Company to be issued initially shall be ten thousand (10,000) shares of common stock at Two Hundred Dollars (\$200) per share to provide for the minimum paid-up capital and the minimum paid-in surplus as required by 215 ILCS 5/13. Holders of shares of common stock of the Company shall be entitled to one vote for each share held in any shareholder vote.

7. Board of Directors. The business and affairs of the Company shall be managed by or under the direction of the Board of Directors. The number of directors of the Company shall be as time to time fixed by, or in the manner provided in, the Bylaws of the Company. Election of Directors need not be by written ballot unless the Bylaws of the Company shall so provide. The Board of Directors of the Company shall have the power to adopt, amend, or repeal Bylaws of the Company.

The number of persons to serve on the Board of Directors shall be fixed by resolution of the Board of Directors or shareholders of the Company in accordance with the Bylaws of the Company but shall not be less than three (3) or more than twenty-one (21). All members of the Board of Directors will serve one-year terms until they are re-elected by the shareholders, their successors are duly elected by the shareholders and qualified, or until their earlier death, resignation, or removal from office.

A. Unless these Articles of Incorporation or the Bylaws of the Company provide otherwise, any action required or permitted by the Illinois Insurance Code to be taken by the Board of Directors may be taken with or without a meeting if the action is taken by a majority of the Directors. Any action taken without a meeting must be evidenced by one or more consents describing the action taken, which, in the aggregate, must be signed by a majority of the Board of Directors. The consents and signatures may be in writing or by electronic transmission, and the writing or writings or electronic transmission or electronic transmissions must be included in the minutes or filed with the corporate records. The filing

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must be in a paper format if the minutes are maintained in a paper format and must be in an electronic format if the minutes are maintained in an electronic format.

B. Action taken under this section is effective when the last of the majority of directors sign the consent, unless the consent specifies a different effective date.

C. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

D. Any Director may revoke a consent by delivering a signed revocation of the consent to the president or secretary before the date the last of the majority of directors sign the consent or consents.

8. Indemnification of Directors and Officers. To the greatest extent permitted by 215 ILCS 5/10(7), the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a director, officer, employee or agent, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Company or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

Further, consistent with 215 ILCS 5/10(7)(b), the Company shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Company, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses as the court shall deem proper.

To the extent that a director, officer, employee or agent of the Company has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

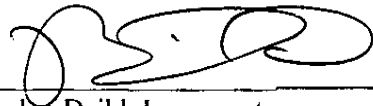
9. Limitation of Liability of Directors and Officers. To the fullest extent permitted by the 215 ILCS 5/10(7) as the same exists or may hereafter be amended, the indemnification provided by Section 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may

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be entitled under any Bylaws, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

10. Annual Meeting of Shareholders. The annual meeting of the shareholders of the Company shall be held in January of each year, or at such other date and time as the Board of Directors may specify. Consistent with 215 ILCS 5/10(4), in all elections for directors every shareholder of common shares has the right to vote, in person or by proxy, for the number of common shares owned by him, for as many persons as there are directors to be elected, or to cumulate his shares, and give one candidate as many votes as the number of directors multiplied by the number of his shares equals, or to distribute them on the same principle among as many candidates as he thinks fit, and directors shall not be elected in any other manner.

11. Adoption. The undersigned, being all the Incorporators for the purpose of forming the Company have adopted these Articles of Incorporation in accordance with Article II of the Illinois Insurance Code and 215 ILCS 5/14, et. seq.

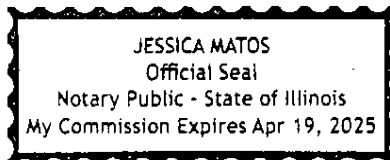



Brandon Deihl, Incorporator  
2027 West Bradley Place  
Chicago, Illinois 60618

State of: Illinois County of: COOK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9 day of November, 2021 by Brandon Deihl, and:  who is personally known to me, or  who produced the following identification: Illinois Drivers License.

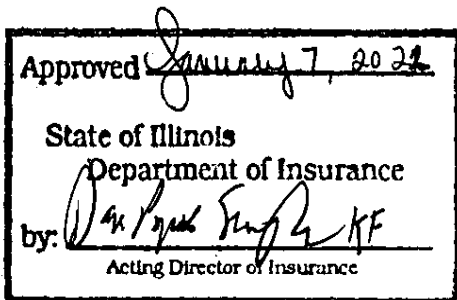
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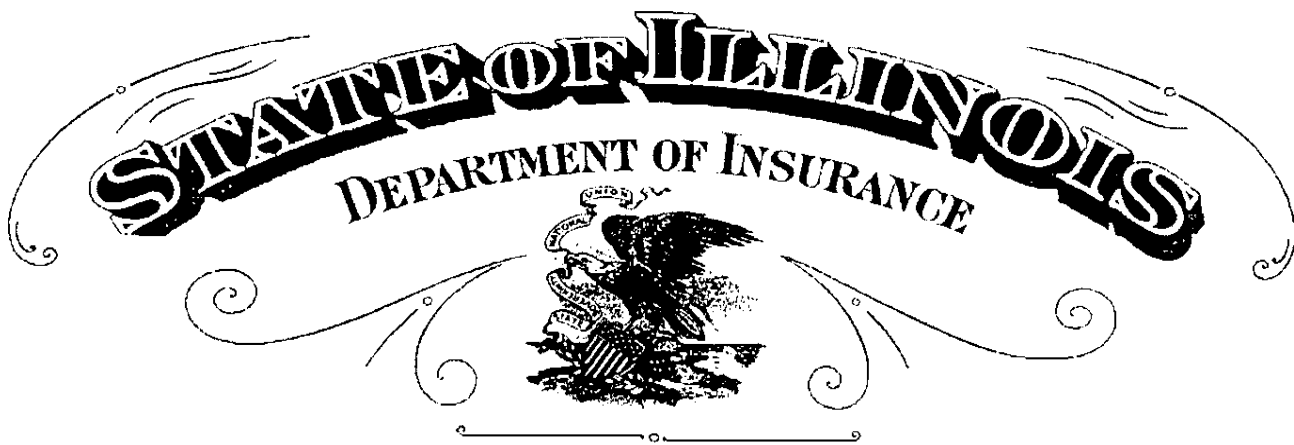
  
Notary Public

Jessica Matos  
Printed Notary Name

4/19/25  
My Commission Expires



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PERMIT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Devoted Health Insurance Company of Illinois, Inc., located in the County of Cook, in the State of Illinois, through its incorporator, has filed with this Department, Articles of Incorporation together with a Subscription Agreement in accordance with the provisions of the Illinois Insurance Code.

NOW, THEREFORE, I, the undersigned Acting Director of Insurance of the State of Illinois, do hereby authorize and permit the said Devoted Health Insurance Company of Illinois, Inc. to solicit subscription to 10,000 shares in the amount of \$100.00 par value common stock, at a selling price of \$200.00 per share, in accordance with the provisions of the Illinois Insurance Code and the said Subscription Agreement, to receive payment for its shares and to do such other acts as may be necessary and proper in order to complete its organization and to entitle it to receive a Certificate of Authority to transact an insurance business as set forth under Clause (b) of Class 1 of Section 4 of the Illinois Insurance Code. This Permit shall expire two years from this date.

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed this Seal.

Done at the City of Springfield, this 7<sup>th</sup> day of January, 2022

Dana Popish Severinghaus

DANA POPISH SEVERINGHAUS

Acting Director



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(Affidavit of Incorporators)

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF                    )

We, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

incorporators of the

of the City of \_\_\_\_\_, State of Illinois, do solemnly swear that the said

is organized in good faith for the purpose of transacting any or all of the Clauses of insurance set out in Class

of Section 4 of the Illinois Insurance Code, at the City of \_\_\_\_\_ in the County of \_\_\_\_\_, State of Illinois; that the investments, securities and property exhibited by them as the capital and assets of said company to \_\_\_\_\_ who was appointed by the Director of Insurance to examine the same, are fully set forth and specified in Schedule A, hereto annexed, and are bona fide the property of and now owned and possessed by said company in its corporate capacity; that no part of said capital, surplus, securities, or property has been withdrawn, pledged or in any manner impaired, nor loaned nor advanced to said company for the purpose of being exhibited as part of its capital or assets; that said capital was subscribed to and made in good faith by the several parties subscribers thereto as specified in Schedule B hereto attached;

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that the money was paid in by the said subscribers toward the payment of their respective shares and not for any other purpose, and that it is intended that the same shall remain as the capital of the said company as provided for in its charter, invested or to be invested as required and allowed by the provisions of the Illinois Insurance Code.

And the said deponents further severally say according to the best of their respective knowledge, information and belief, that there is no intention or design existing on the part of any person or persons whomsoever to withdraw any part or portion of said moneys, securities or capital, but that the same is to remain the property of said company to be legitimately used or appropriated to and for the sole and exclusive use and benefit of said company in its corporate capacity and in strict conformity with the statute in such case made and provided, and that there is not any agreement, arrangement or understanding, either express or implied, made or existing between the said company or its officers, or any or either of them and the said stockholders, or any or either of them, or any other person or persons, to the effect or import that the money advanced or paid in by any stockholder shall be loaned or returned to him or to any stockholder or any other person or persons for his or their use or accomodation upon the hypothecation of stock of said company as security therefore, or upon any other securities, terms or conditions whatsoever; and further, that the said company is not, nor any of its officers, in any way, manner or form pledged or committed to make any investment, loan or disposition of the said capital or any part thereof which is not in strict conformity in all respects with the provisions of said Code.

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And the deponents further severally depose and say that they do not know, and are not informed of any matter, cause or thing whatsoever, which in their judgment or belief can or will in any manner or form impair, lessen or jeopardize the said capital or any part thereof, and further they say not.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

A.D., \_\_\_\_\_

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SCHEDULE "A"

Containing a particular description of all the assets owned by  
 the \_\_\_\_\_  
 on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, including the  
 original capital and surplus of said company paid in by the stock-  
 holders on its organization.

| No. | Description | Date Due | Par Value | Market | Market Value | Interest |
|-----|-------------|----------|-----------|--------|--------------|----------|
|-----|-------------|----------|-----------|--------|--------------|----------|

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ORGANIZATION



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SCHEDULE "B"

Containing a list of the original holders of the paid-up capital stock of

\_\_\_\_\_ of \_\_\_\_\_, Illinois, showing their respective names and residences, the number and amount of shares subscribed and paid for, in cash, by each shareholder respectively, with the various dates of such payments.

No. of shares \_\_\_\_\_ at \$ \_\_\_\_\_ par value each, \$ \_\_\_\_\_  
 Net surplus, after deduction of \_\_\_\_\_ % authorized,  
 contributed by the shareholder at \$ \_\_\_\_\_ per share... \_\_\_\_\_  
 TOTAL: \$ \_\_\_\_\_

(Arrange this list in alphabetical order)

| Name of<br>Shareholder | Full<br>Address | No. of<br>Shares | Amount of<br>Shares<br>Dollars | Amount of<br>Net Surplus<br>Dollars | Date of<br>Payment | Amount<br>Paid |
|------------------------|-----------------|------------------|--------------------------------|-------------------------------------|--------------------|----------------|
|                        |                 |                  |                                |                                     |                    |                |

ORGANIZATION