

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/09/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Mutual Service Life Insurance Company		04/09/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Country Life Insurance Company
Street Address:	1701 Towanda Avenue
City:	Bloomington
State/Country:	ILLINOIS
Postal Code:	61701
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	1741678	YOUR INSURANCE COMPANY FOR LIFE

**CORRESPONDENCE DATA**

Fax Number: (309)557-2211  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: trademarks@ifb.org  
 Correspondent Name: Andrew S. Bender  
 Address Line 1: 1701 Towanda Avenue  
 Address Line 4: Bloomington, ILLINOIS 61701

NAME OF SUBMITTER:	Andrew S. Bender
Signature:	/andrew s bender/
Date:	02/29/2008

OP \$40.00 1741678

**Total Attachments: 36**

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**ARTICLES OF MERGER**

**OF**

**MUTUAL SERVICE LIFE INSURANCE COMPANY  
A Minnesota Stock Insurance Company**

**INTO**

**COUNTRY LIFE INSURANCE COMPANY  
An Illinois Stock Insurance Company**

**THIS INSTRUMENT**, made and executed as of the 9th day of April, 2007, constitutes the Articles of Merger concerning the merger of Mutual Service Life Insurance Company, a Minnesota stock insurance company ("MSL"), into COUNTRY Life Insurance Company, an Illinois stock insurance company ("CLIC"), pursuant to Minnesota Statutes, Section 60A.16 and Illinois Insurance Code Article X.

The undersigned hereby certify that the Plan of Merger dated April 9, 2007, between MSL and CLIC (the "Plan of Merger"), which is attached hereto and incorporated herein as Exhibit A, has been approved by the Boards of Directors and shareholders of MSL and CLIC.

**FIRST**, the Plan of Merger was approved by the Board of Directors of MSL at a duly noticed and regularly scheduled meeting held on February 21, 2007. A certified copy of the MSL resolution approving the Plan of Merger is attached hereto as Exhibit B.

**SECOND**, the Plan of Merger was approved by the Board of Directors of CLIC at a duly noticed and regularly scheduled meeting held on February 21, 2007. A certified copy of the CLIC resolution approving the Plan of Merger is attached hereto as Exhibit C.

**THIRD**, the Plan of Merger was submitted to CLIC, as the sole shareholder of MSL, at a duly noticed and regularly scheduled meeting held on February 21, 2007. (See Exhibit C.) CLIC, as the sole shareholder of MSL, waived all notice of time, place and purpose of a meeting and right and procedure to dissent and approved the Plan of Merger by executing the Unanimous Shareholder Consent, attached hereto as Exhibit D.

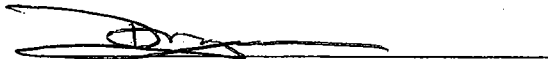
**FOURTH**, the Plan of Merger was submitted to the Illinois Agricultural Holding Company ("IAHC"), as a shareholder of CLIC, at a duly noticed and regularly scheduled meeting held on February 21, 2007. A certified copy of the IAHC resolution approving the Plan of Merger is attached hereto as Exhibit E. IAHC, as a shareholder of CLIC, waived all notice of time, place and purpose of a meeting and right and procedure to dissent and approved the Plan of Merger by executing the Unanimous Shareholder Consent attached hereto as Exhibit F.

The CLIC Unanimous Shareholder Consent was executed by all of the shareholders of CLIC, including IAHC, on February 21, 2007.

**FIFTH**, the Effective Date of the Plan of Merger shall be July 1, 2007 or, if regulatory approvals are not received by that date, as soon as reasonably possible after all necessary regulatory approvals are received.

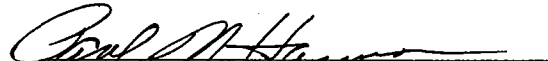
**IN WITNESS WHEREOF**, the undersigned have set their hands as of the 9th day of April, 2007.

**MUTUAL SERVICE LIFE INSURANCE COMPANY**



David A. Magers, Senior Vice President & Chief Financial Officer

Attest:



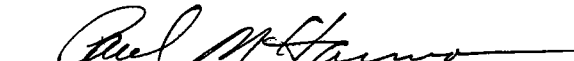
Paul M. Harmon, Secretary

**COUNTRY LIFE INSURANCE COMPANY**



David A. Magers, Senior Vice President & Chief Financial Officer

Attest:



Paul M. Harmon, Secretary

STATE OF ILLINOIS            )  
  )ss.  
COUNTY OF MCLEAN        )

On this day personally appeared before me, David A. Magers and Paul M. Harmon, known to me to be the Senior Vice President & Chief Financial Officer and the Secretary, respectively of Mutual Service Life Insurance Company, a Minnesota stock insurance company, and

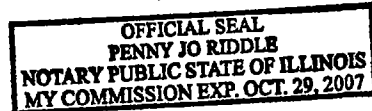
COUNTRY Life Insurance Company, an Illinois stock insurance company, and acknowledged that they executed the above and foregoing Articles of Merger, as such officers for and on behalf of said corporations after having been duly authorized to do so.

The foregoing instrument was acknowledged before me this 9th day of April, 2007.

Penny Jo Riddle  
Notary Public

My commission expires:

10/29/07



The above Articles of Merger are hereby approved this 9 day of Oct., 2007, effective November 1, 2007.

Kevin M. Murphy  
Kevin M. Murphy  
Deputy Commissioner  
Minnesota Department of Commerce

## PLAN OF MERGER

### MUTUAL SERVICE LIFE INSURANCE COMPANY AND COUNTRY LIFE INSURANCE COMPANY

#### A

Mutual Service Life Insurance Company ("MSL"), which has accepted the benefits of and the provisions of and is operating under the Minnesota Insurance Code shall be merged into COUNTRY Life Insurance Company ("CLIC"), which has accepted the benefits of and the provisions of and is operating under the Illinois Insurance Code. CLIC shall be the surviving company and shall be governed by the Laws of Illinois, including the Illinois Insurance Code.

#### B

The terms and conditions of the proposed merger and the mode of carrying the same into effect are as follows:

1. The Board of Directors of MSL previously resolved that MSL will enter into an Assumption Reinsurance Agreement with Manhattan Life Insurance Company ("Manhattan Life"), pursuant to which MSL will transfer the direct liabilities and obligations to its California policyholders ("California Business") to Manhattan Life, and Manhattan Life will assume such liabilities and obligations and administer them as its direct obligations, pending the receipt of all necessary regulatory approvals. Following and contingent upon the assumption of its California Business by Manhattan Life pursuant to the Assumption Reinsurance Agreement described above, MSL desires to merge itself into its sole shareholder, CLIC.

2. On the effective date of said merger (the "Effective Date"), MSL and CLIC, hereinafter sometimes referred to as "the merging corporations," shall become a single corporation which shall be known as COUNTRY Life Insurance Company. The separate existence of MSL shall cease, but the existence of CLIC shall continue and be known as COUNTRY Life Insurance Company.

3. On the Effective Date, COUNTRY Life Insurance Company shall possess all the rights, privileges, immunities, powers and franchises of a public as well as a private nature, of MSL. All property, real, personal and mixed, including any and all of MSL's registered and common law trademarks and service marks and the goodwill corresponding thereto, including, but not limited to, Your Insurance Company For Life® (Registration #1741678), and all debts due on whatever account, including subscriptions to shares and all other choses in action, and all and every other interest of or belonging to or due MSL, shall be deemed to be transferred to and vested in CLIC without further act or deed.

4. On the Effective Date, CLIC shall be responsible and liable for all of the liabilities and obligations of MSL.

5. Pursuant to that certain Loan Agreement, dated June 27, 2000, between MSL and CLIC (the "Loan Agreement"), CLIC agreed to lend to MSL, and MSL promised to repay CLIC, the principal amount of \$5,000,000 with accrued interest thereon, which indebtedness is evidenced by a surplus note, dated June 27, 2000, issued by MSL to CLIC (the "First Surplus Note"). Pursuant to that certain Contribution, Principal Reduction and Issuance of Guaranty Fund Certificates Agreement, dated November 15, 2001, by and between CLIC, MSL and other parties named therein (the "Reduction Agreement"), CLIC agreed to contribute certain amounts approved by the Minnesota Department of Commerce into the guaranty funds established pursuant to Article IV of the Articles of Incorporation of MSL, MSL agreed to issue a Guaranty Fund Certificate to CLIC in the principal amount of \$500,000, and CLIC agreed to reduce the principal amounts of the Loan Agreement and the First Surplus Note by \$500,000. On the Effective Date, all outstanding obligations of MSL under the Loan Agreement and First Surplus Note, as amended by the Reduction Agreement, shall be considered satisfied in full, and the First Surplus Note shall be retired, pursuant to the Release and Termination Agreement attached hereto as Exhibit A.

6. Pursuant to that certain Guaranty Fund Agreement, dated November 15, 2001, by and between CLIC and MSL (the "Guaranty Agreement"), CLIC agreed to lend to MSL and MSL promised to repay CLIC, the principal amount of \$500,000 with accrued interest thereon, which indebtedness is evidenced by that certain Guaranty Fund Certificate, dated November 15, 2001, issued by MSL to CLIC (the "Guaranty Fund Certificate"). Pursuant to that certain Stock Purchase Agreement, dated June 23, 2004, by and between MSL and CLIC (the "Stock Purchase Agreement"), MSL and CLIC agreed to retire and cancel the Guaranty Fund Certificate, and MSL agreed to issue a surplus note (the "Second Surplus Note") to CLIC in the amount equal to the principal amount of the Guaranty Fund Certificate (\$500,000), together with accrued and unpaid interest under the Guaranty Fund Certificate. On the Effective Date, all outstanding obligations of MSL under the Second Surplus Note shall be considered satisfied in full, and the Second Surplus Note shall be retired, pursuant to the Release and Termination Agreement attached hereto as Exhibit B.

7. Effective as of the dates indicated below, MSL shall cause the following inter-company agreements to be terminated, but only insofar as MSL is a party to the agreements:

- a. that certain Services Agreement, dated November 15, 2001, among COUNTRY Trust Bank, MSL and the other parties named therein, which termination agreement, attached hereto as Exhibit C, shall be effective simultaneously with the Effective Date of the merger;
- b. that certain Services Agreement, dated November 15, 2001, among CLIC, MSL and other parties named therein, which termination agreement, attached hereto as Exhibit D, shall be effective simultaneously with the Effective Date of the merger;

- c. that certain Amended and Restated Investment Advisory Agreement, dated May 21, 2004, among COUNTRY Trust Bank, MSL and the other parties named therein, which termination agreement, attached hereto as Exhibit E, shall be effective simultaneously with the Effective Date of the merger; and
- d. that certain Management and Expense Agreement, dated June 27, 2000, as amended, among CC Services, Inc., which assumed the obligations of Mutual Service Cooperative under the agreement through a series of assignments and mergers, MSL and other parties named therein, which termination agreement, attached hereto as Exhibit F, shall be effective simultaneously with the Effective Date of the merger.

8. Effective as of immediately prior to, and simultaneously with the Effective Date of the merger, CLIC and MSL will enter into an agreement to terminate that certain intercompany Automatic Coinsurance Agreement, effective August 1, 2002 ("CO2") whereby MSL cedes a portion of its obligations under its term life policies to CLIC. A copy of the termination agreement is attached hereto as Exhibit G.

9. In 2005, CLIC acquired MSL in a sponsored demutualization, which involved the conversion of MSL from a mutual insurance company into a stock insurance company. As part of the Plan of Conversion for the demutualization, executed September 13, 2004, MSL agreed to protect the reasonable dividend expectations of policyholders based on MSL's then current and historical dividend payment practices. Upon the Effective Date of the merger, CLIC agrees to assume all of the obligations of MSL set forth in Article VI of said Plan of Conversion and the Dividend Assurance Memorandum, attached to the Plan of Conversion as Exhibit E. A copy of the Dividend Assurance Memorandum to the Plan of Conversion is attached hereto as Exhibit H.

10. The Plan of Merger (the "Plan") shall be binding upon MSL and CLIC only when the merger is approved by a majority of the Boards of Directors of MSL and CLIC and the when the merger is approved by the holders of two-thirds of the issued and outstanding shares of stock of MSL and CLIC.

11. The Plan is intended to qualify under and be in accordance with Article X of the Illinois Insurance Code and Chapter 60A.16 of the Minnesota Insurance Code.

12. The Boards of Directors of MSL and CLIC and, subject to the directors, the officers of MSL and CLIC, shall have authority to do or authorize any and all acts and things as provided for in the Plan, and any and all such further acts and things as they may consider desirable to carry out the purposes of the Plan, including the preparation, execution, and filing of all such certificates, documents, forms or other papers which may be necessary or appropriate to implement the Plan. The directors and officers of MSL and CLIC shall have authority to authorize such variations from or amendments to the provisions of the Plan as may be necessary or appropriate to effect the merger between MSL and CLIC in accordance with the law. The death, resignation, or other



disability of a director or officer of either corporation shall not impair the authority of the surviving or remaining directors or officers to exercise any of the powers provided for in the Plan. The failure to fill any vacancy shall not impair the authority of the surviving or remaining directors or officers to exercise any of the powers provided for in the Plan.

13. Prior to the issuance of a certificate of merger approving the Plan by the Illinois Division of Insurance and the issuance of a certificate of approval of the Plan by the Minnesota Department of Commerce, the Board of Directors of MSL and CLIC may elect to abandon the merger, in which event the Plan shall be withdrawn or shall not be filed, and the Plan shall not be effective.

C

The manner and basis of converting the shares of each of the merging corporations is as follows:

1. The number of shares which MSL is authorized to issue and has issued is as follows:

<u>Class</u>	<u>Number of Shares Authorized</u>	<u>Number of Shares Issued</u>	<u>Par Value Per Share</u>
Common Stock	2,000,000	2,000,000	\$1.00

2. On the Effective Date, the presently issued and outstanding stock of MSL shall be cancelled, as MSL is a wholly-owned subsidiary of CLIC.

3. On the Effective Date, the presently issued and outstanding stock of CLIC shall continue as the same stock of the surviving corporation.

D

On the Effective Date, the bylaws of CLIC shall be the bylaws of the surviving corporation.

E

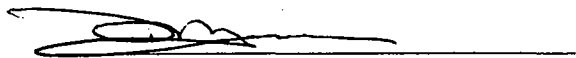
The Articles of Incorporation of CLIC will not be amended in connection with the merger.

E

The Effective Date of the merger shall be July 1, 2007, or, if regulatory approvals are not received by that date, as soon as reasonably possible after all necessary regulatory approvals are received. Upon this merger becoming effective, shares in MSL shall cease to exist. The holders of such shares now issued shall thereupon cease to be holders of such shares, whether or not certificates or notices representing shares of MSL are then issued and delivered.

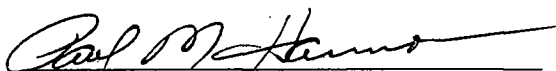
**IN WITNESS WHEREOF**, the parties hereto have executed this Plan of Merger as of the 9<sup>th</sup> day of April, 2007.

**MUTUAL SERVICE LIFE INSURANCE COMPANY**



David A. Magers  
Senior Vice President & Chief Financial Officer

Attest:



Paul M. Harmon  
Secretary

**COUNTRY LIFE INSURANCE COMPANY**



David A. Magers  
Senior Vice President & Chief Financial Officer

Attest:



Paul M. Harmon  
Secretary

RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT (this "Agreement"), dated as of the 1st day of November, 2007 (the "Merger Effective Date"), is made by and between COUNTRY Life Insurance Company, an Illinois stock insurance company (the "Holder"), and Mutual Service Life Insurance Company, a Minnesota stock insurance company (the "Company").

WHEREAS, pursuant to that certain Loan Agreement, dated June 27, 2000, by and between the Holder and the Company (the "Loan Agreement") the Holder agreed to lend to the Company, and the Company promised to repay the Holder, the principal amount of \$5,000,000 with accrued interest thereon (the "Loan"), which indebtedness is evidenced by that certain Surplus Note, dated June 27, 2000, issued by the Company to the Holder (the "Note"); and

WHEREAS, pursuant to that certain Contribution, Principal Reduction and Issuance of Guaranty Fund Certificates Agreement, dated November 15, 2001, by and between the Holder, the Company and other parties named therein (the "Reduction Agreement"), the Holder agreed to contribute certain amounts approved by the Minnesota Department of Commerce into the guaranty funds established pursuant to Article IV of the Articles of Incorporation of the Company, the Company agreed to issue a Guaranty Fund Certificate to the Holder in the principal amount of \$500,000, and the Holder agreed to reduce the principal amounts of the Loan Agreement and the Note by \$500,000 (the Loan Agreement, the Note and the Reduction Agreement are referred to collectively herein as the "Loan Documents"); and

WHEREAS, the Holder and the Company are parties to a Plan of Merger, dated as of April 9, 2007 (as may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

WHEREAS, in connection with the Plan of Merger, the Holder agrees to fully and finally settle all of its rights, privileges, obligations and liabilities under the Loan Agreement and Note, as amended by the Reduction Agreement, and fully and forever release and discharge the Company from all of its obligations and liabilities thereunder with respect to the Loan;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Holder and the Company, intending to be legally bound, agree as follows:

1. Satisfaction. Upon the Merger Effective Date, all liabilities of the Company shall become liabilities of the Holder. Accordingly, on the Merger Effective Date, the obligations of the Company to the Holder under the Loan Agreement and Note, as amended by the Reduction Agreement, shall be considered satisfied in full.

2. Release. Upon the Merger Effective Date, the Company and the Holder mutually release and forever discharge, as applicable, (i) each other and their respective affiliates, (b) their respective employees, officers, directors, shareholders and agents, and (c) and their respective predecessors, successors and assigns, in each case, from any and all liabilities, debts, obligations, promises, covenants, representations, warranties, adjustments, executions, offsets, agreements, contracts, endorsements, bonds, bills, controversies, suits, actions, causes of action, judgments, damages, awards, sums of money, payments of principal or interest, accounts, reckonings, expenses, claims or demands whatsoever, whether in law or in equity, whether liquidated or unliquidated, and whether known or suspected or unknown, which each party ever had, now has, or hereafter may have, upon, by reason of, arising from, in connection with, or otherwise related to the Loan Agreement, the Note or the Loan, which are deemed cancelled, revoked and terminated *ab initio*.

3. Delivery of Note; Further Assurances. Upon the Merger Effective Date, the Holder shall deliver to the Company the original Note and any other instrument evidencing the Company's indebtedness to the Holder with respect to the Loan. In addition, at any time and from time to time after the date hereof, the parties agree to cooperate with each other, to execute and deliver such other documents, certificates, instruments and other agreements, and do all such further acts and things as may be necessary or desirable to effect the transactions contemplated hereby and the releases granted hereunder, including, without limitation and as applicable, prepare and file UCC (or similar) termination statements to terminate all security interests in the property of the Company, and execute and deliver such other releases, terminations and satisfactions of liens on (and security interests in) the Company's property as are necessary to evidence the satisfaction of the Company's obligations to the Holder and the termination of the Holder's interest in all collateral with respect thereto.

4. Covenant Not to Sue. Each party hereby covenants and agrees not to, directly or indirectly, assert any claim or demand, or commence, institute or cause to be commenced, any proceeding of any kind against any Person released hereby based upon any matter purported to be released by this Agreement; provided, that nothing in this Section 4 shall prevent either party from asserting or pursuing any claim to enforce the terms of this Agreement.

5. Warranties and Representations. Each party represents and warrants to the other that, as applicable: (a) it is authorized to enter into this Agreement and consummate the transactions contemplated herein, (b) the Person or Persons executing this Agreement on its behalf are fully authorized to do so, (c) it has not assigned any of its rights or obligations under any Loan Document, in whole or in part, (d) it is not a party to any pending agreements, transactions or negotiations that would render this Agreement or any part thereof void, voidable, illusory or unenforceable, and (e) it has entered into this Agreement based upon its own independent assessment of its rights and obligations under the Loan Documents, and not on the basis of any representation or warranty by the other party not contained in this Agreement.

6. Miscellaneous.

(a) Defined Terms. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms in the Plan of Merger

(b) Confidentiality. The parties agree to keep this Agreement and the terms hereof confidential and not otherwise disclose the same to any third party unless permitted by the other party hereto (which permission shall not be unreasonably withheld or delayed) or required by applicable law.

(c) Assignment. Neither party may assign this Agreement, in whole or in part, without the express prior written consent of the other party. Following any permitted assignment hereunder, the relevant rights and obligations of the assignor and remedies available to it hereunder, as applicable, shall extend to and be enforceable by such assignee; provided, that the assignor shall remain liable to the other party for the performance of, as applicable, its obligations and duties hereunder to the extent such duties and obligations are not performed by its assignee. Except with respect to any permitted assignment, any attempted assignment or delegation in violation of this Section 6(c) shall be void.

(d) Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of (i) in the case of personal delivery, when actually delivered, (ii) in the case of delivery by prepaid overnight courier with guaranteed next day delivery, the day designated for delivery by such courier, (iii) in the case of delivery by registered or certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mails, or (iv) in the case of transmittal by telecopy (confirmed via delivery by personal delivery or prepaid overnight courier with guaranteed next day delivery), upon receipt by the sender of a printed confirmation of transmittal. All such notices and communications shall be delivered to the following addresses or telecopier numbers (or at such other address or telecopier number for a Person as shall be specified by like notice):

(i) if to the Holder, to:

COUNTRY Life Insurance Company  
1701 Towanda Avenue  
Bloomington, IL 61701

(ii) if to the Company, to:

Mutual Service Life Insurance Company  
1701 Towanda Avenue  
Bloomington, IL 61701

(e) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Minnesota

without regard to principles of conflicts of laws that would require application of the law of a jurisdiction other than the State of Minnesota. Each party hereby consents to process being served in any action with respect to this Agreement, or any document delivered pursuant hereto, by the means specified in Section 6(d) of this Agreement. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH FULL UNDERSTANDING AND KNOWLEDGE OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no general or specific warranties, representations or other agreements by or between the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

(g) Amendment; Waiver. This Agreement may be amended, modified or supplemented, and the terms hereof may be waived, only by a written instrument signed by each party or, in the case of a waiver, by the party waiving compliance. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of a party of any right, power, remedy or privilege, nor any single or partial exercise of any such right, power, remedy or privilege, preclude any further exercise thereof or the exercise of any other such right, remedy, power or privilege. The failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

(h) Headings; References to Sections. The headings in this Agreement are for reference only, and shall not affect the construction or interpretation of this Agreement. Unless otherwise specified herein, references to Sections shall be understood to mean references to Sections of this Agreement.

(i) Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(j) Binding Effect; No Third-Party Beneficiaries. The terms and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Except as otherwise provided herein, nothing in this Agreement is intended or shall be construed to give any Person, other than the parties, their respective successors and permitted assigns, any

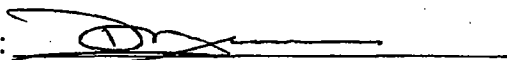
legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

(k) Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

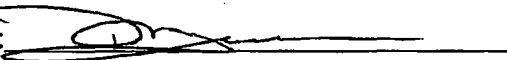
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**COUNTRY Life Insurance Company**

By:   
Name: David A. Magers  
Title: Executive Vice President and  
Chief Financial Officer

**Mutual Service Life Insurance Company**

By:   
Name: David A. Magers  
Title: Executive Vice President and  
Chief Financial Officer



RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT (this "Agreement"), dated as of the 1<sup>st</sup> day of November, 2007, (the "Merger Effective Date") is made by and between COUNTRY Life Insurance Company, an Illinois stock insurance company (the "Holder"), and Mutual Service Life Insurance Company, a Minnesota stock insurance company (the "Company").

WHEREAS, pursuant to that certain Guaranty Fund Agreement, dated November 15, 2001, by and between the Holder and the Company (the "Guaranty Agreement") the Holder agreed to lend to the Company, and the Company promised to repay the Holder, the principal amount of \$500,000 with accrued interest thereon, which indebtedness is evidenced by that certain Guaranty Fund Certificate, dated November 15, 2001, issued by the Company to the Holder (the "Guaranty Fund Certificate"); and

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated June 23, 2004, by and between the Holder and the Company (the "Stock Purchase Agreement"), the Holder and the Company agreed to retire and cancel the Guaranty Fund Certificate, and the Company agreed to issue a surplus note (the "Note") to Holder in the amount equal to the principal amount of the Guaranty Fund Certificate (\$500,000), together with accrued and unpaid interest under the Guaranty Fund Certificate (the "Loan"); and

WHEREAS, the Holder and the Company are parties to a Plan of Merger, dated as of April 9, 2007 (as may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

WHEREAS, in connection with the Plan of Merger, the Holder agrees to fully and finally settle all of its rights, privileges, obligations and liabilities under the Note, and fully and forever release and discharge the Company from all of its obligations and liabilities thereunder with respect to the Loan.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Holder and the Company, intending to be legally bound, agree as follows:

1. Satisfaction. Upon the Merger Effective Date, all liabilities of the Company shall become liabilities of the Holder. Accordingly, on the Merger Effective Date, the obligations of the Company to the Holder under the Note and the Loan shall be considered satisfied in full.

2. Release. Upon the Merger Effective Date, the Company and the Holder mutually release and forever discharge, as applicable, (i) each other and their respective affiliates, (b) their respective employees, officers, directors, shareholders and agents, and (c) and their respective predecessors, successors and assigns, in each case, from any and all liabilities, debts, obligations, promises, covenants,

representations, warranties, adjustments, executions, offsets, agreements, contracts, endorsements, bonds, bills, controversies, suits, actions, causes of action, judgments, damages, awards, sums of money, payments of principal or interest, accounts, reckonings, expenses, claims or demands whatsoever, whether in law or in equity, whether liquidated or unliquidated, and whether known or suspected or unknown, which each party ever had, now has, or hereafter may have, upon, by reason of, arising from, in connection with, or otherwise related to the Note or the Loan, which are deemed cancelled, revoked and terminated *ab initio*.

3. Delivery of Note; Further Assurances. Upon the Merger Effective Date, the Holder shall deliver to the Company the original Note and any other instrument evidencing the Company's indebtedness to the Holder with respect to the Loan. In addition, at any time and from time to time after the date hereof, the parties agree to cooperate with each other, to execute and deliver such other documents, certificates, instruments and other agreements, and do all such further acts and things as may be necessary or desirable to effect the transactions contemplated hereby and the releases granted hereunder, including, without limitation and as applicable, prepare and file UCC (or similar) termination statements to terminate all security interests in the property of the Company, and execute and deliver such other releases, terminations and satisfactions of liens on (and security interests in) the Company's property as are necessary to evidence the satisfaction of the Company's obligations to the Holder and the termination of the Holder's interest in all collateral with respect thereto.

4. Covenant Not to Sue. Each party hereby covenants and agrees not to, directly or indirectly, assert any claim or demand, or commence, institute or cause to be commenced, any proceeding of any kind against any Person released hereby based upon any matter purported to be released by this Agreement; provided, that nothing in this Section 4 shall prevent either party from asserting or pursuing any claim to enforce the terms of this Agreement.

5. Warranties and Representations. Each party represents and warrants to the other that, as applicable: (a) it is authorized to enter into this Agreement and consummate the transactions contemplated herein, (b) the Person or Persons executing this Agreement on its behalf are fully authorized to do so, (c) it has not assigned any of its rights or obligations under the Note, in whole or in part, (d) it is not a party to any pending agreements, transactions or negotiations that would render this Agreement or any part thereof void, voidable, illusory or unenforceable, and (e) it has entered into this Agreement based upon its own independent assessment of its rights and obligations under the Note, and not on the basis of any representation or warranty by the other party not contained in this Agreement.

6. Miscellaneous.

(a) Defined Terms. Capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms in the Plan of Merger

(b) Confidentiality. The parties agree to keep this Agreement and the terms

hereof confidential and not otherwise disclose same to any third party unless permitted by the other party hereto (which permission shall not be unreasonably withheld or delayed) or required by applicable law.

(c) Assignment. Neither party may assign this Agreement, in whole or in part, without the express prior written consent of the other party. Following any permitted assignment hereunder, the relevant rights and obligations of the assignor and remedies available to it hereunder, as applicable, shall extend to and be enforceable by such assignee; provided, that the assignor shall remain liable to the other party for the performance of, as applicable, its obligations and duties hereunder to the extent such duties and obligations are not performed by its assignee. Except with respect to any permitted assignment, any attempted assignment or delegation in violation of this Section 6(c) shall be void.

(d) Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of (i) in the case of personal delivery, when actually delivered, (ii) in the case of delivery by prepaid overnight courier with guaranteed next day delivery, the day designated for delivery by such courier, (iii) in the case of delivery by registered or certified mail, postage prepaid, return receipt requested, five (5) days after deposit in the mails, or (iv) in the case of transmittal by telecopy (confirmed via delivery by personal delivery or prepaid overnight courier with guaranteed next day delivery), upon receipt by the sender of a printed confirmation of transmittal. All such notices and communications shall be delivered to the following addresses or telecopier numbers (or at such other address or telecopier number for a Person as shall be specified by like notice):

(i) if to the Holder, to:

COUNTRY Life Insurance Company  
1701 Towanda Avenue  
Bloomington, IL 61701

(ii) if to the Company, to:

Mutual Service Life Insurance Company  
1701 Towanda Avenue  
Bloomington, IL 61701

(e) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the law of the State of Minnesota without regard to principles of conflicts of laws that would require application of the law of a jurisdiction other than the State of Minnesota. Each party hereby consents to process being served in any action with respect to this Agreement, or any document delivered pursuant hereto, by the means specified in Section 6(d) of this Agreement. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH WAIVER IS MADE WITH

FULL UNDERSTANDING AND KNOWLEDGE OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY.

(f) Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no general or specific warranties, representations or other agreements by or between the parties in connection with the entering into of this Agreement or the subject matter hereof except as specifically set forth herein.

(g) Amendment; Waiver. This Agreement may be amended, modified or supplemented, and the terms hereof may be waived, only by a written instrument signed by each party or, in the case of a waiver, by the party waiving compliance. No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of a party of any right, power, remedy or privilege, nor any single or partial exercise of any such right, power, remedy or privilege, preclude any further exercise thereof or the exercise of any other such right, remedy, power or privilege. The failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

(h) Headings; References to Sections. The headings in this Agreement are for reference only, and shall not affect the construction or interpretation of this Agreement. Unless otherwise specified herein, references to Sections shall be understood to mean references to Sections of this Agreement.

(i) Severability. Whenever possible, each provision or portion of any provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(j) Binding Effect; No Third-Party Beneficiaries. The terms and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Except as otherwise provided herein, nothing in this Agreement is intended or shall be construed to give any Person, other than the parties, their respective successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.


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

instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

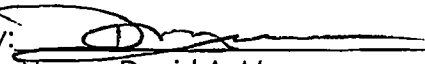
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**COUNTRY Life Insurance Company**

By:   
Name: David A. Magers  
Title: Executive Vice President and  
Chief Financial Officer

**Mutual Service Life Insurance Company**

By:   
Name: David A. Magers  
Title: Executive Vice President and  
Chief Financial Officer

**PARTIAL TERMINATION OF SERVICES AGREEMENT**

**This PARTIAL TERMINATION OF SERVICES AGREEMENT** (this "Partial Termination"), dated as of the 1st day of November, 2007 (the "Merger Effective Date"), hereby partially terminates that certain Services Agreement dated as of November 15, 2001, originally entered into by and among COUNTRY TRUST BANK ("CTB"), a federal thrift and a registered investment adviser under §203 of the Investment Advisors Act of 1940, as amended, and MSI Preferred Insurance Company, MSI Preferred Services, Inc., Mutual Service Casualty Insurance Company and its subsidiaries, and Mutual Service Life Insurance Company ("MSL"), and its subsidiaries (collectively, "MSI COMPANIES" and such agreement hereinafter referred to as the "Services Agreement").

**RECITALS**

**WHEREAS**, MSL and COUNTRY Life Insurance Company are parties to a Plan of Merger, dated as of April 9, 2007 (as the same may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

**WHEREAS**, in connection with the Plan of Merger, MSL and CTB now wish to terminate the Services Agreement insofar as MSL is a party thereto.

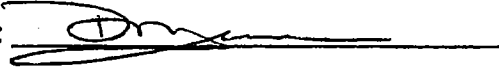
**NOW THEREFORE**, the parties hereto, intending to be legally bound, hereby, agree as follows:

1. The requirement in Paragraph 7 of the Services Agreement that 180 days written notice be provided prior to the termination of the Services Agreement is hereby waived.
2. Effective immediately upon the Merger Effective Date, the Services Agreement is hereby terminated insofar as MSL is a party thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Partial Termination as of the  
1st day of November, 2007.

**COUNTRY TRUST BANK**

By: 

Name: David A. Magers

Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary

**MUTUAL SERVICE LIFE INSURANCE COMPANY, on behalf of itself only**

By: 

Name: David A. Magers

Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary



**PARTIAL TERMINATION OF SERVICES AGREEMENT**

**This PARTIAL TERMINATION OF SERVICES AGREEMENT** (this "Partial Termination"), dated as of the 1st day of November, 2007 (the "Merger Effective Date"), hereby partially terminates that certain Services Agreement dated as of November 15, 2001, originally entered into by and among COUNTRY LIFE INSURANCE COMPANY ("CLIC"), an Illinois insurance company, and MSI Preferred Insurance Company, MSI Preferred Services, Inc., Mutual Service Casualty Insurance Company and its subsidiaries, and Mutual Service Life Insurance Company ("MSL"), and its subsidiaries (collectively, "MSI COMPANIES" and such agreement hereinafter referred to as the "Services Agreement").

**RECITALS**

**WHEREAS**, MSL and CLIC are parties to a Plan of Merger, dated as of April 9, 2007 (as the same may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

**WHEREAS**, in connection with the transactions contemplated by the Plan of Merger, MSL and CLIC now wish to terminate the Services Agreement insofar as MSL is a party thereto.

**NOW THEREFORE**, the parties hereto, intending to be legally bound, hereby, agree as follows:

1. The requirement in Paragraph 7 of the Services Agreement that 180 days written notice be provided prior to the termination of the Services Agreement is hereby waived.
2. Effective immediately upon the Merger Effective Date, the Services Agreement is hereby terminated insofar as MSL is a party thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Partial Termination as of the  
1st day of November, 2007.

**COUNTRY LIFE INSURANCE COMPANY**

By: 

Name: David A. Magers  
Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary

**MUTUAL SERVICE LIFE INSURANCE COMPANY, on behalf of itself only**

By: 

Name: David A. Magers  
Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary

**PARTIAL TERMINATION OF INVESTMENT ADVISORY AGREEMENT**

**This PARTIAL TERMINATION OF INVESTMENT ADVISORY AGREEMENT** (this "Partial Termination"), dated as of the 1st day of November, 2007 (the "Merger Effective Date"), hereby partially terminates that certain Amended and Restated Investment Advisory Agreement dated as of May 21, 2004, originally entered into by and among COUNTRY Trust Bank ("CTB"), a federally chartered thrift institution and a registered investment adviser under §203 of the Investment Advisors Act of 1940, as amended, and Mutual Service Casualty Insurance Company, Mutual Service Life Insurance Company ("MSL"), Modern Service Insurance Company, and MSI Preferred Insurance Company (such agreement hereinafter referred to as the "Investment Advisory Agreement").

**RECITALS**

**WHEREAS**, MSL and COUNTRY Life Insurance Company are parties to a Plan of Merger, dated as of April 9, 2007 (as the same may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

**WHEREAS**, in connection with the Plan of Merger, MSL and CTB now wish to terminate the Investment Advisory Agreement insofar as MSL is a party thereto.


**NOW THEREFORE**, the parties hereto, intending to be legally bound, hereby, agree as follows:

1. The requirement in Paragraph 7. of the Investment Advisory Agreement that 60 days written notice be provided prior to any termination of the Investment Advisory Agreement is hereby waived.
2. Effective immediately upon the Merger Effective Date, the Investment Advisory Agreement is hereby terminated insofar as MSL is a party thereto.

[Signature Page Follows]


IN WITNESS WHEREOF, the undersigned have executed this Partial Termination as of the  
1st day of November, 2007.

**COUNTRY Trust Bank**

By: 

Name: David A. Magers  
Executive Vice President and  
Title: Chief Financial Officer

**Mutual Service Life Insurance Company**

By: 

Name: David A. Magers  
Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary

ATTEST:

  
Secretary

**PARTIAL TERMINATION OF MANAGEMENT AND EXPENSE AGREEMENT**

**This PARTIAL TERMINATION OF MANAGEMENT AND EXPENSE AGREEMENT** (this "Partial Termination"), dated as of the 1<sup>st</sup> day of November, 2007 (the "Merger Effective Date") hereby partially terminates that certain Management and Expense Agreement dated as of June 27, 2000, as amended, originally entered into by and among Mutual Service Casualty Insurance Company, Modern Service Insurance Company, MSI Insurance Company, and Mutual Service Cooperative (the "Cooperative") (collectively, "MSI COMPANIES" and such agreement hereinafter referred to as the "Management and Expense Agreement").

**RECITALS**

**WHEREAS**, the Management and Expense Agreement was amended on November 15, 2001 to add Mutual Service Life Insurance Company ("MSL") as a party to the agreement; and

**WHEREAS**, on September 1, 2002, the Cooperative assigned its obligations under the Management and Expense Agreement to its subsidiary, MSI Subsidiary, Inc.; and

**WHEREAS**, subsequent to that assignment, MSI Subsidiary, Inc. became the surviving company in a merger with MSI Preferred Services, Inc.; and

**WHEREAS**, as part of that merger, MSI Subsidiary, Inc. changed its name to MSI Preferred Services, Inc., and, by operation of law, MSI Preferred Services, Inc. became the provider of services to MSL and the other companies receiving services under the Management and Expense Agreement; and

**WHEREAS**, all of the rights, duties and responsibilities of MSI Preferred Services, Inc. under the Management and Expense Agreement were assumed by CC Services, Inc., an Illinois corporation, when MSI Preferred Services, Inc. merged into CC Services, Inc. on December 31, 2005; and

**WHEREAS**, MSL and COUNTRY Life Insurance Company ("CLIC") are parties to a Plan of Merger, dated as of April 9, 2007 (as the same may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

**WHEREAS**, in connection with the transactions contemplated by the Plan of Merger, the parties now wish to terminate the Management and Expense Agreement insofar as MSL is a party thereto.


**NOW THEREFORE**, the parties hereto, intending to be legally bound, hereby, agree as follows:

Effective immediately upon the Merger Effective Date, the Management and Expense Agreement is hereby terminated insofar as MSL is a party thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Partial Termination as of the  
1st day of November, 2007.

CC SERVICES, INC.


By: 

Name: David A. Magers  
Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary

MUTUAL SERVICE LIFE INSURANCE COMPANY, on behalf of itself only

By: 

Name: David A. Magers  
Executive Vice President and  
Title: Chief Financial Officer

ATTEST:

  
Secretary

**TERMINATION AGREEMENT**

**BETWEEN**

**MUTUAL SERVICE LIFE INSURANCE COMPANY**

**AND**

**COUNTRY LIFE INSURANCE COMPANY**

This Termination Agreement is made as of this 1st day of November, 2007 (the "Merger Effective Date"), between Country Life Insurance Company, of Bloomington, Illinois ("CLIC"), and Mutual Service Life Insurance Company, of Arden Hills, Minnesota ("MSL").

**RECITALS**

**WHEREAS**, MSL and CLIC are parties to that certain Plan of Merger, dated as of April 9, 2007 (as the same may be amended, modified or supplemented from time to time, the "Plan of Merger"); and

**WHEREAS**, in connection with the transactions contemplated by the Plan of Merger, including, without limitation, Section B.8., the parties now wish to terminate the Automatic Coinsurance Agreement between the parties.

**NOW THEREFORE**, the parties hereto, intending to be legally bound, hereby, agree as follows:

**Section 1. Description of the Agreement.**

This Termination Agreement concerns the Automatic Coinsurance Agreement (No. CO2) between CLIC and MSL, effective August 1, 2002 ("CO2 Agreement"), whereby CLIC reinsured certain term life insurance policies issued by MSL.

**Section 2. Termination.**

The parties agree that in accordance with Section 10.1, paragraph 1 of the CO2 Agreement, that such YRT Reinsurance Agreement shall be terminated immediately prior to, and simultaneous with the Merger Effective Date (the "Termination Date").

Section 10.2 of the CO2 Agreement shall not apply, but rather, the obligations of MSL shall become the obligations of CLIC pursuant to Section B of the Plan of Merger.

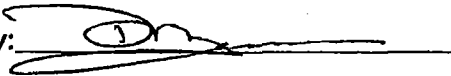
By signature below, the parties shall evidence their acknowledgment and agreement to termination.



**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Termination Agreement, by the authorized signatures below.

**COUNTRY LIFE INSURANCE COMPANY**

**MUTUAL SERVICE LIFE INSURANCE  
COMPANY**

By: 

By: 

**Print Name: David A. Magers**

**Print Name: David A. Magers**

**Its: Executive Vice President &  
Chief Financial Officer**

**Its: Executive Vice President &  
Chief Financial Officer**

**Date: October 25, 2007**

**Date: October 25, 2007**

**EXHIBIT H**

Exhibit E  
Dividend Assurance Memorandum

This memorandum describes the methods by which MSL will protect the reasonable dividend expectations of Active Participating Policyholders based on the company's current and historical dividend payment practices. This memorandum supplements and should be read in conjunction with Article VI of the Plan of Conversion.

The Dividend Protection Mechanism is designed to protect the reasonable dividend expectations of those Active Participating Policyholders who own Dividend Protection Policies in accordance with section 6.3 of the Plan of Conversion. The Dividend Protection Mechanism also covers New Dividend Paying Policies for administrative convenience. The reasonable dividend expectations of Active Participating Policyholders who own Current Dividend Scale Policies are protected in the manner described in section 6.2 of the Plan of Conversion. Capitalized terms have the meaning ascribed to them in the Plan of Conversion.

(a) Current Dividend Scale Policies are those Policies identified as MSL plan codes A21 (Paid Up Retirement Annuity), B11 and B20 (certain brokerage-sold whole life policies), and 74G and 746 (Term to Age 65).

(b) Dividend Protection Policies are those Policies identified as MSL plan codes: 10\* through 73\* (but excluding 51\*); 75@; 77\*; 78\*; 79\*; 8I\*; 8S\*; 80\* through 83\*; 84E through 84L; 85@; 86@; 870 through 873; 88#; 89\*; and 98\*. (Note: MSL plan codes are a combination of three digits and/or letters; as used here, the symbol # represents any number 0 through 9, the symbol @ represents any letter A through Z, and the symbol \* represents any number or letter.)

(c) For purposes of this Exhibit E, the following terms are defined:

(i) "*Dividend*" or "*Dividends*" means termination dividends, partial dividends on death or surrender, and annual dividends credited to Dividend Protection Policies, whether paid in cash, used to reduce premiums or pay premiums on another policy, used to pay policy loan interest or principal, used to buy permanent or term dividend additions, left on deposit in a dividend accumulation account, or any combination thereof. "*Dividends*", when used here to mean dividends in aggregate, shall not include any change in dividend apportionment liability from one year to the next that would otherwise be reflected in the calculation of "*Dividends to Policyholders*" in the annual statement.

(ii) "*Dividend Apportionment Liability*" at the end of a given calendar year means the total dollar amount of Dividends declared to be either paid or credited during the following calendar year. One-half of the Dividend Apportionment Liability shall be referred to as the "*Normal Level*" of the Deferred Dividend Account at the end of the current calendar year.

(iii) "*Deferred Dividend Account*" means a cumulative unfunded notional account established solely for the purpose of comparing actual paid Dividends to Target Dividends. The Deferred Dividend Account will not be a separate account as described in Minnesota Statutes sections 61A.14, 61A.275, or 61A.276. All obligations of MSL relative to the Dividend Protection

Policies will be obligations of MSL and will have the same priority in payment as any other policy or contract issued by MSL. The Deferred Dividend Account is established as a conceptual mechanism for the limited purpose of protecting the reasonable dividend expectations of Dividend Protection Policyholders, which dividends, consistent with the company's current dividend practices, are not guaranteed.

(iv) "*Dividend Protection Mechanism*" means the method of reasonably assuring payment of dividends to Dividend Protection Policyholders as described in this Exhibit E.

(v) "*Gains*" means operating gains or losses and capital gains or losses allocable to the Dividend Protection Policies (i) before Federal income tax, Federal capital gains taxes, and policyholder dividends and (ii) after any effects of reinsurance other than the modified coinsurance agreement between MSL and CLIC. "Gains" shall not reflect any deduction (credit) for increases (decreases) in the Asset Valuation Reserve ("AVR"). "Gains" shall reflect capitalization and amortization of amounts into or out of the Interest Maintenance Reserve ("IMR") on a pre-tax basis.

For purposes of this definition, operating gains means "income" minus "outgo", where (i) income equals the sum of premium income, allocable investment income (net of investment expenses), capital gains (net of losses), and amortization of IMR, and (ii) outgo equals the sum of death benefits, endowment benefits, withdrawn funds, interest credited on funds, surrender benefits, waiver benefits, increases in reserves, increases in liability for dividends due or on deposit, increases in loading on deferred and uncollected premiums, commissions, allocable expenses and allocable miscellaneous taxes, licenses and fees. These income and outgo elements shall be properly allocated as between Dividend Protection Policies and MSL's other contracts and policies.

Investment income (net of expenses and excluding policy loan interest), and capital gains (or losses) shall be included in Gains to the extent such income and gains are derived from the asset portfolio that supports the reserves and dividend liability (excluding policy loans) for Dividend Protection Policies. Excluded from Gains shall be investment income or capital gains on assets supporting surplus, Asset Valuation Reserve, or reserves backing other blocks of business. Capital gains (or losses) shall include realized and unrealized capital gains (or losses); however, unrealized capital gains (or losses) shall be reflected in the calculation of Gains only if reflected in the surplus reported in the annual statement, whether as a change in non-admitted assets or otherwise.

General operations expenses and all taxes, licenses and fees (such as premium taxes and payroll taxes) shall be allocated as between MSL and other affiliates within the COUNTRY Insurance and Financial Services Group by reasonable allocation procedures specific to each product line, thereby distinguishing participating permanent life products from term products and from interest sensitive life products.

Miscellaneous income and outgo items will be disregarded for purposes of calculating Gains unless their net amount allocated to the ordinary life line of business accounted for at least 1% of dividends.

(vi) "*Target Dividends*" mean fifty five percent (55%) of Gains in any given calendar year.

(d) Dividends for Dividend Protection Policies shall be annually determined and declared by the Board consistent with the terms of the Dividend Protection Policies and with the Company's past dividend payment practices. The foregoing notwithstanding, any future changes to dividend scales adopted by the Board for Dividend Protection Policies shall be instituted as a single adjustment factor to the current dividend scale which would apply across all policies irrespective of specific characteristics of the policies or policyholders.

(e) Beginning with Dividends and Gains arising on or after January 1, 2004, the Dividend Protection Mechanism will be implemented in order to track Dividends and Gains through the Deferred Dividend Account. Based on a comparison of Target Dividends to actual paid or credited Dividends for each calendar year, any excess difference (as a result of Target Dividends exceeding actual dividends) shall be added to the Deferred Dividend Account, and any deficit difference (as a result of actual Dividends exceeding Target Dividends) will be subtracted from the Deferred Dividend Account.

(f) The Deferred Dividend Account will begin with a balance of one-half of the Dividend Apportionment Liability at December 31, 2003, representing the portion of 2004 dividends that will be based on gains arising in the part of the policy year falling during 2003. As of the end of each year thereafter, the balance in the Deferred Dividend Account, adjusted as described in (e) above, will be compared to the Normal Level of the Deferred Dividend Account. If the balance exceeds the Normal Level of the Deferred Dividend Account, the account will be credited in the following year with interest on such excess at the after-tax rate of interest earned on the assets supporting the Dividend Protection Policies. If the balance is less than the Normal Level of the Deferred Dividend Account, interest will be debited in the following year against the account at the same rate on such deficit.

(g) The Dividend Protection Mechanism requires MSL to increase the dividend scale for Dividend Protection Policies if the balance in the Deferred Dividend Account exceeds certain trigger levels as more fully explained in this paragraph. In the event the balance in the Deferred Dividend Account exceeds the Regulatory Trigger Level as of the end of a year, MSL must notify the Commissioner and propose a plan for reducing the Deferred Dividend Account balance over the following seven year period to the Normal Level. The "Regulatory Trigger Level" means one hundred percent (100%) of Dividends paid or credited in a given calendar year (but not less than ten thousand dollars (\$10,000)) plus one-half the Dividend Apportionment Liability at the end of the same calendar year. In the event the balance in the Deferred Dividend Account exceeds the Mandatory Trigger Level as of the end of a year, MSL will be automatically required to increase the dividend scale, in aggregate, by the Mandatory Amount in the calendar year starting one year later. The "Mandatory Trigger Level" means two hundred percent (200%) of Dividends paid or credited in a given calendar year (but no less than twenty thousand dollars (\$20,000)) plus the Normal level of the Deferred Dividend Account at the end of the same calendar year. The "Mandatory Amount" equals the difference ( $x - y$ ) between the balance in the Deferred Dividend Account at the end of the calendar year ("x") and one hundred fifty percent (150%) of Dividends paid or credited in a calendar year plus the Normal Level of the Deferred Dividend Account at the end of the same calendar year ("y"), unless the increase in the dividend scale would duplicate increases already instituted for the intervening calendar year, following the measuring point but preceding the year in which the revised dividend scale is to be paid.

(h) Dividend paying ordinary life insurance policies issued on policy forms covered by this Dividend Protection Mechanism, but issued after the Effective Date of the Plan (herein "New Dividend Paying Policies"), shall be treated for administrative purposes as Dividend Protection Policies covered by the Dividend Protection Mechanism. Gains and Dividends on New Dividend Paying Policies shall be combined with Gains and Dividends on Dividend Protection Policies for purposes of operating the Dividend Protection Mechanism. Any change in dividend scales shall apply equally to New Dividend Paying Policies and Dividend Protection Policies.

(i) For Current Dividend Scale Policies, MSL will continue to pay dividends annually for the life of such policies based on the dividend scale in effect on the Effective Date of this Plan, unless or until the Company shall have obtained the prior approval of the Commissioner to change such dividend scale.

STATE OF MINNESOTA  
DEPARTMENT OF COMMERCE  
I hereby certify that this is a true  
and complete copy of the document as  
filed for record in this office.

Dated 10/29/07  
Commissioner of Commerce

By: Margie Pardo

STATE OF MINNESOTA  
DEPARTMENT OF STATE  
FILED

OCT 26 2007

Mark Ritchie  
Secretary of State

*m*