

AGREEMENT OF MERGER

PREAMBLE

National Mutual Benefit (“NMB”) and Western Fraternal Life Association (“WFLA”) are fraternal benefit societies providing insurance and other fraternal benefits to their members and their communities.

The Boards of Directors of NMB and WFLA have determined that the Parties share a common purpose and values.

The Boards of Directors of NMB and WFLA deem it advisable and in the best interests of the Parties and their respective members that NMB merge with and into WFLA pursuant to the terms and conditions set forth in this Agreement.

THIS AGREEMENT OF MERGER (“Agreement”) is entered into this 24th day of January, 2020, by and between National Mutual Benefit, a Wisconsin fraternal benefit society with its principal place of business at Madison, Wisconsin (“NMB”), and Western Fraternal Life Association, an Iowa fraternal benefit society with its principal place of business at Cedar Rapids, Iowa (“WFLA”). Such corporations are hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and for the purpose of stating the terms and conditions of the Merger, the Parties agree as follows:

ARTICLE ONE MERGER AND CLOSING

Section 1.01 Merger and Effective Time. In accordance with the provisions of Applicable Law and subject to the terms and conditions of this Agreement, NMB, shall be merged with and into WFLA (the “Merger”) as of 12:00 a.m. central standard time on January 1, 2021, or at such later time as the Parties may agree to specify in the Articles of Merger (the “Effective Time”).

Section 1.02 Effect of Merger. On the Effective Time, in accordance with and to the maximum extent of Applicable Law, the Parties shall be merged into a single corporation and the separate existence of NMB shall cease and WFLA will survive (the “Consolidated Society”). The rights, privileges and interests of the Parties, and all property, real, personal and mixed, and all debts due to the Parties on whatever account, including without limitation, premiums, the rights and obligations of any member or employee of the Parties, and other choses in action belonging to the Parties, shall be taken and be deemed invested in the Consolidated Society without further act or deed. All property, rights, privileges and franchises, and every other interest shall be thereafter the property of the Consolidated Society as they were of the Parties. The title to any real estate or interest therein, vested by deed or otherwise in the Parties, shall not revert or be in any way impaired by

reason of the Merger. The Consolidated Society shall thenceforth be responsible and liable for all the liabilities and obligations of the Parties, including without limitation, the Parties’ obligations to fund and perform on benefit contracts issued by the Parties to their members, any agreements between the Parties and third parties, such as reinsurers, vendors, lessors or employees, the rights and obligations of any employee, including any liability accruing under an employment agreement entered into by the Parties and any Parties’ pension plan. The rights of the creditors of the Parties, or of any persons dealing with the Parties, shall not be impaired by the Merger and any claim existing or action or proceeding pending by or on behalf of the Parties may be prosecuted to judgment as if the Merger had not taken place, or the Consolidated Society may be proceeded against or substituted in its place.

Section 1.03 Domicile. As of the Effective Time, the Consolidated Society shall redomesticate to become a Wisconsin-domiciled fraternal benefit society. The Parties agree that such redomestication on and not later than the Effective Time is an essential element of this Agreement. The Parties agree to take all actions necessary to effectuate such redomestication including, but not limited to, seeking necessary Governmental Consents.

Section 1.04 Members. On the Effective Time, the members of NMB and WFLA shall be members of the Consolidated Society, with the rights, obligations and privileges of membership accruing thereto under the Articles of Incorporation and Bylaws of the Consolidated Society. Within ninety (90) days after the Closing Date, the benefit contract(s) for each NMB member that was in effect on the Effective Time shall be endorsed with a Merger Endorsement, in the form agreed to by the Parties in writing prior to the Closing, which shall be attached to and become a part of the benefit contract(s) of each member. Any member who terminates membership in the Consolidated Society and wishes to reapply for membership shall be subject to all requirements for membership in effect for Consolidated Society at the time of such reapplication.

Section 1.05 Abandonment of Merger. Pursuant to the terms of Article Five, at any time prior to the approval of the Merger by the Commissioner of the Iowa Insurance Division and the Commissioner of the Wisconsin Office of the Commissioner of Insurance, notwithstanding the approval thereof by the supreme governing body of each Party, the Merger and all transactions contemplated by this Agreement may be abandoned and this Agreement terminated following proper Notice.

Section 1.06 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place at the time and place as mutually agreed upon by the Parties, after all conditions to the Parties’ obligations set forth in this Agreement have been satisfied or waived by the Party entitled to the benefit of such condition.

Section 1.07 General Closing Procedures. At the Closing:

Each Party shall execute and deliver to the other Party the following:

- a. A copy of each of (A) the resolution adopted by its Board of Directors (i) authorizing the execution, delivery and performance of this Agreement and the consummation of all of the transactions contemplated, and (ii) attesting that (a) all due action of its supreme governing body has been taken to approve and authorize the Merger pursuant to Applicable Law, and (b) that all actions required by Applicable Law necessary to consummate the transactions contemplated hereby have been completed, (B) the resolution adopted by its supreme governing body authorizing and approving the Merger pursuant to Applicable Law; and (C) its Bylaws together with a certificate executed by its corporate secretary, dated the Closing Date, certifying to the other Party that such copies are true and complete copies of such resolutions and Bylaws, respectively, and that such resolutions and Bylaws were duly adopted and have not been amended or rescinded;
- b. A certificate, dated the Closing Date, and signed by a Party's authorized officer, certifying that the conditions set forth in this Agreement have been satisfied;
- c. A Party's Governmental Consents;
- d. The Articles and Plan of Merger, Fraternal Transition Plan, Representations, Warranties and Covenants, and Employment Plan approved by all due action of a Party; and
- e. Such other certificates, documents and instruments as a Party may reasonably request to effect the transactions contemplated.

NMB shall deliver to WFLA a certified copy of the Articles of Incorporation of NMB, and a certificate of good standing (or document of similar import) evidencing the corporate existence and good standing of NMB in the State of Wisconsin.

WFLA shall deliver to NMB a certified copy of the Articles of Incorporation of WFLA, and a certificate of good standing (or document of similar import) evidencing the corporate existence of WFLA and good standing in Iowa.

Section 1.08 Filing of Articles and Plan of Merger. On the Closing Date, after the satisfaction of the closing procedure set forth in Section 1.07, each Party shall file the Articles and Plan of Merger with the State of Iowa and the State of Wisconsin.

ARTICLE TWO GOVERNANCE OF THE CONSOLIDATED SOCIETY

Section 2.01 Name. The name of Consolidated Society shall be a new name approved by the Boards of Directors of each Party. In the event such new name cannot be finalized prior to the Effective Time, the name of the Consolidated Society shall be Western Fraternal Life Association, until a new name can be implemented by the Consolidated Society. On the latest of (90) days after the Closing Date or (90) days after the effective date of the new name, the benefit contract(s) for each member that was in effect on the Effective Time shall be endorsed with a Name Change Endorsement, in the form agreed to by the Parties in writing prior to the Closing, which shall be attached to and become a part of the benefit contract(s) of each member.

Section 2.02 Articles of Incorporation and Bylaws of the Consolidated Society. On the Effective Time, the attached Articles of Incorporation and Bylaws shall be the Articles of Incorporation and Bylaws of the Consolidated Society.

Section 2.03 Directors. Subject to Section 2.02 above, the Consolidated Society shall have a Board of Directors of ten directors comprised of: the four elected directors of NMB, four of the seven elected directors WFLA and the President and CEO of NMB and the President of WFLA, who are in office on the Effective Time. The four WFLA directors shall be elected by vote of the WFLA supreme governing body prior to the Effective Time. Elected directors shall hold office for a four year term beginning at the Effective Time until their successors are duly elected and qualified pursuant to the Bylaws of the Consolidated Society.

Any vacancies occurring during such four-year period shall be filled by appointment by the Board of the Consolidated Society of a member of a WFLA Lodge for a WFLA director and a member of an NMB Branch for a NMB director in accordance with the Bylaws of the Consolidated Society.

At the expiration of the four-year terms of office of the Directors, the eight elected directors shall be elected by the membership of the Consolidated Society in accordance with the Bylaws of the Consolidated Society. Prior to such election, the Board shall appoint a nominating committee comprised of two directors who were NMB directors and two directors who were WFLA directors prior to the Effective Time. Such nominating committee shall seek qualified candidates, obtain information about the candidates' background and credentials, and share such information with the benefit members of the Consolidated Society. The four candidates receiving the highest number of votes shall be elected for a four-year term and the four candidates receiving the next highest number of votes shall be elected for a two-year term.

Section 2.04 Board Officers and Committees. Board officers and committees will be determined by the Board of the Consolidated Society in accordance with the Bylaws of the Consolidated Society.

Section 2.05 Executive Officers. The President and CEO of NMB will be the Chief Executive Officer of the Consolidated Society and the President of WFLA will be the President of the Consolidated Society, subject to the selection and removal as provided for by the Consolidated Society's Bylaws. Such principal officers shall have such duties and responsibilities as determined by the Board of the Consolidated Society. Other executive officers may be appointed by the Board of the Consolidated Society in accordance with the Bylaws of the Consolidated Society.

Section 2.06 Branches and Lodges. Each of NMB's Branches and each of WFLA's Lodges, as constituted immediately prior to the Effective Time, shall be a Chapter of the Consolidated Society at the Effective Time. Operations of such Branches and Lodges will be subject to the terms of a plan approved in writing by the Parties ("Fraternal Transition Plan").

Section 2.07 Offices. The home office of the Consolidated Society as of the Effective Time shall be the home office of NMB in Madison Wisconsin. The Consolidated Society shall maintain an office in Cedar Rapids, Iowa for the period of time deemed by the Board to be in the best interests of the Consolidated Society.

Section 2.08 Employees. NMB and WFLA will develop and agree to a plan for employment of NMB and WFLA employees (the "Employment Plan"). The Employment Plan shall outline terms, benefits, and expectations for continuing employment of employees following the Effective Time and terms for severance for employees not continuing employment with the Consolidated Society.

ARTICLE THREE ADDITIONAL AGREEMENTS

Section 3.01 Transaction Expenses. Except as otherwise provided in this Agreement, each Party to this Agreement shall bear all of its transaction expenses, regardless of whether the transaction is consummated. This includes all fees and expenses relating to the transaction, including the negotiation of this Agreement, the performance of any obligations under this Agreement and all ancillary agreements hereto, and the consummation of the transactions contemplated hereby and thereby (including, without limitation, the fees and expenses of any attorneys, accountants, financial advisors or other advisors).

Section 3.02 Further Assurances. Each Party to this Agreement shall take all reasonably appropriate action and execute any additional documents, instruments and conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Agreement or consummate any of the transactions contemplated hereby or thereby.

Section 3.03 Confidentiality. Except as required by Applicable Law, the Parties to this Agreement shall hold, and shall cause each of their directors, officers, employees, accountants, counsel, financial advisors and other representatives

and affiliates to hold, any non-public information obtained from the other Party, or their affiliates, advisors and other agents in confidence to the extent required by, and in accordance with the provisions of, the confidentiality agreement dated February 15, 2019, and entered into by and between NMB and WFLA (the "Confidentiality Agreement"), provided, however, that the obligations of the Consolidated Society under the Confidentiality Agreement shall expire on the Closing Date as to all Confidential Information, except to the extent that disclosure of such information is prohibited by Applicable Law.

ARTICLE FOUR CLOSING CONDITIONS

Section 4.01 Conditions to a Party's Obligations. The obligations of a Party to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions at or before the Closing Date:

- a. Representations, Warranties and Covenants. The representations and warranties of the other Party shall be true and correct as of the date of this Agreement and, except for any such representations and warranties that only speak as an earlier specified date, as of the Closing Date with the same force and effect as though made on and as of the Closing Date, except for such failures of such representations and warranties to be true and correct (without regard to any materiality qualifier set forth in such representations and warranties) as would not, individually or in the aggregate, have a Material Adverse Effect. Each Party shall have performed or complied in all respects with all covenants and agreements of the Party to be performed or complied with on or prior to the Closing Date.
- b. Government Consents. All Government Consents that are required for the consummation of the transactions contemplated by this Agreement have been obtained and shall be in full force and effect.
- c. Consents. Any required third-party consents shall have been obtained and shall be in full force and effect; provided, however, that any such consents not obtained by a Party, but waived by the other Party, shall not be an unfulfilled condition.
- d. No Prohibitions. There shall not be pending any action or proceeding, before any Governmental Entity, (i) challenging or seeking to make illegal, or to delay or otherwise directly or indirectly restrain or prohibit, the consummation of the transactions contemplated hereby or seeking to obtain material damages in connection with such transactions, (ii) seeking to prohibit direct or indirect ownership or operation by the Consolidated Society of all or a material portion of either Party's assets as a result of the transactions contemplated hereby, (iii) seeking to invalidate or render unenforceable any material provision of this Agreement or (iv) otherwise relating to and materially adversely affecting the transactions contemplated hereby.

- e. Material Adverse Effect. There shall not have occurred between the date of this Agreement and the Closing Date any Material Adverse Effect.
- f. Liens. Any Lien on the assets of either Party (other than Liens permitted in writing by the other Party) shall have been released.
- g. Authorization of Supreme Governing Body. Each Party's supreme governing body, by a resolution duly adopted, has approved this Agreement and the transactions hereby contemplated pursuant to Applicable Law and their Articles of Incorporation and Bylaws.
- h. WFLA Certificates of Authority. WFLA shall have a Certificate of Authority in effect in all states in which NMB is licensed to do business or a waiver from such states, permitting the Consolidated Society to assume and service all NMB certificates issued in such states

**ARTICLE FIVE
TERMINATION**

Section 5.01 Termination. This Agreement and the Merger contemplated thereby may be terminated at any time prior to the Closing Date as follows:

- a. by the mutual written consent of WFLA and NMB;
- b. by either WFLA or NMB if there has been a material misrepresentation, material breach of warranty or breach of covenant on the part of the other Party in the representations, warranties and covenants agreed to by the Parties that has not been cured within thirty (30) days after receipt of written notice of such misrepresentation or breach, but only to the extent that such misrepresentation or breach would have a Material Adverse Effect, provided, however, the Party in breach shall have no right to terminate the Agreement under this Section 5.01(b);
- c. by either WFLA or NMB if the transactions contemplated hereby have not been consummated by January 1, 2021, which time shall be extended by up to thirty (30) days if notice of a misrepresentation or breach is given under Section 5.01(b) and the Party to whom notice is directed is making a diligent effort to cure such breach or misrepresentations; provided, however, that a Party shall not be entitled to terminate this Agreement pursuant to this Section 5.01(c) if such Party's breach of this Agreement has prevented the consummation of the transactions contemplated by this Agreement; or
- d. by either Party, if there shall be any order, injunction or decree of any Governmental Entity which prohibits or restrains either Party from consummating the transactions contemplated hereby, and such order, injunction or decree shall have become final and nonappealable; provided, however, that prior to termination under this 5.01(d), the Party seeking to terminate this Agreement shall have used all reasonable efforts to have such order, injunction

or decree vacated.

Section 5.02 Effect of Termination.

- a. In the event of the termination of this Agreement by either WFLA or NMB as provided in Section 5.01, all provisions of this Agreement shall terminate, and there shall be no liability on the part of WFLA or NMB or their respective members, officers, directors, or agents except that the Parties shall remain liable for breaches of this Agreement occurring prior to the time of such termination, and except that the provisions of Section 3.03 of this Agreement shall survive any such termination.
- b. Each Party will promptly cause to be returned to the other Party all documents and information obtained in connection with Agreement and the transactions contemplated by this Agreement and all documents and information obtained in connection with that Party's investigations of the operation and financial and legal affairs of the other Party, including any copies made by a Party or any of their representatives of any such documents or information.

**ARTICLE SIX
CONTINUATION AND SURVIVAL OF REPRESENTATIONS
AND WARRANTIES**

Section 6.01 Continuation and Survival of Representations and Warranties. The representations and warranties agreed to by the Parties shall continue and survive until the Closing Date (the "Survival Period").

**ARTICLE SEVEN
MISCELLANEOUS**

Section 7.01 Press Releases and Announcements. Prior to the Closing Date, the Parties shall cooperate to prepare a press release for issuance upon the Closing, announcing the consummation of the transactions contemplated herein. Other than the foregoing, no Party hereto shall issue any press release (or make any other public announcement) related to this Agreement or the transactions contemplated hereby without prior written approval of the other Party, except to the extent that the Party reasonably determines that any such press release or other announcement is necessary in order to comply with any Applicable Law, in which case such Party shall consult the other prior to issuing such press release or other announcement.

Section 7.02 Amendment and Waiver. This Agreement may not be amended or waived except in a writing executed by the Party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

Section 7.03 Notices. All notices, demands and other communications to be given or delivered under or by reason

of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or three days after being mailed, if mailed by first class mail, return receipt requested, or when receipt is acknowledged, if sent by facsimile or other electronic transmission device. Notices, demands and communications to WFLA or NMB will, unless another address is specified in writing, be sent to the address indicated below:

Notices to WFLA:

Craig Van Dyke
President
Western Fraternal Life Association
1900 First Avenue NE
Cedar Rapids, IA 52402

With a copy (which shall not constitute Notice) to:

Todd Martin
Stinson LLP
50 South Sixth Street
Minneapolis, MN 55402

Notices to NMB:

Daniel Shinnick
President and CEO
National Mutual Benefit
6522 Grand Teton Plaza
Madison, WI 53719

With a copy (which shall not constitute Notice) to:

Noreen Parrett
Parrett LLP
10 East Doty Street, Suite 403
Madison, WI 53703

Section 7.04 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, and neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party hereto without the prior written consent of the other Party hereto.

Section 7.05 Third-Party Beneficiaries. Except for those rights and liabilities assumed by or vested in the Consolidated Society pursuant to Section 1.02 or Applicable Law, nothing in this Agreement shall confer any rights upon or create any liabilities in any person or entity that is not a Party or permitted assignee of a Party to this Agreement.

Section 7.06 Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 7.07 Complete Agreement. This Agreement and the other documents referred to herein contain the complete agreement of the Parties and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way; provided, however, the Confidentiality Agreement shall survive the execution and delivery of this Agreement. The section, paragraph and other headings of this Agreement are for reference purposes and shall not affect the meaning or interpretation of the Agreement.

Section 7.08 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 7.09 Signatures; Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same instrument. A facsimile or electronic signature will be considered an original signature.

Section 7.10 Governing Law. The internal Applicable Law, without regard for conflicts of laws principles, of the State of Wisconsin will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

ARTICLE EIGHT DEFINITIONS

Section 8.01 Definitions. The following terms have the following meanings for purposes of this Agreement:

“Agreement” has the meaning specified in the introductory paragraph.

“Applicable Law” means any constitution, law, ordinance, rule, principle of common law, regulation, statute, treaty, order, judgment, decree or injunction or other requirements of any jurisdiction applicable.

“Closing” has the meaning specified in Section 1.06.

“Closing Date” means the date on which the Closing occurs.

“Confidentiality Agreement” has the meaning specified in Section 3.03

“Effective Time” has the meaning specified in Section 1.01.

“Fraternal Transition Plan” has the meaning specified in Section 2.06

“Governmental Entity” means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

“Lien” means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal or

restriction of any kind.

“Material Adverse Effect” means a material adverse effect on (i) the financial condition or results of operation of a Party which is reasonably expected to exceed 1% of the current surplus of such Party or (ii) the ability of a Party to consummate the transactions contemplated by this Agreement, other than (a) any material change in the financial, banking, currency or capital markets; (b) conditions and events generally affecting the insurance and reinsurance industry; and (c) conditions or effects resulting from or relating to announcement of this Agreement or the transactions contemplated herein or therein; and (d) any material change in Applicable Law or regulation, including law, regulatory and accounting standards relating to insurance.

“Merger” has the meaning set forth in Section 1.01.

“NMB” means National Mutual Benefit.

“Parties” has the meaning set forth in the opening paragraph.

“Consolidated Society” has the meaning set forth in Section 1.02.

“WFLA” means Western Fraternal Life Association.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

NATIONAL MUTUAL BENEFIT

By: 
Daniel Shinnick
President and CEO

Witness: 

WESTERN FRATERNAL LIFE ASSOCIATION

By: 
Craig Van Dyke
President

Witness: 