

EXHIBIT 1-B

Plan of Dissolution

(See Attached)

PLAN OF DISSOLUTION
OF
THRIVENT LIFE INSURANCE COMPANY

This Plan of Dissolution (this “**Plan**”), dated as of _____, 2018, provides for the dissolution and winding up of Thrivent Life Insurance Company, a Wisconsin insurance corporation (the “**Corporation**”), in accordance with Wisconsin Statutes Section 611.74, and relevant portions of the Wisconsin Business Corporation Law and Chapters 600-655 of the Wisconsin Statutes (collectively, “**Wisconsin Law**”).

I. **Purpose.** The board of directors of the Corporation (the “**Board**”), the Corporation’s current sole shareholder, Thrivent Financial Holdings, Inc. (“**Holdings**”) and the ultimate controlling person of the Corporation, Thrivent Financial for Lutherans (“**Thrivent**”) have determined that it is in the best interest of the Corporation and its policyholders (the “**Policyholders**”) for the Corporation to be combined with Thrivent and for Thrivent to assume and bear the Corporation’s obligations with respect to Policyholders. This Plan sets forth the process for such combination and assumption.

II. **Plan of Dissolution.** After due consideration, including discussions with the Wisconsin Office of the Commissioner of Insurance (“**OCI**”), which is the domestic regulator of both the Corporation and Thrivent, with other state insurance regulators, and with outside counsel, the Corporation, Holdings and Thrivent determined that the most viable method for achieving these objectives is as follows: first, (a) Holdings distributes 100% of its stock ownership of the Corporation to Thrivent (the “**Transfer**”), then (b) Thrivent, as sole shareholder of the Corporation, causes the Corporation to dissolve and distribute its assets and related liabilities, including without limitation contracts of insurance, annuity contracts, separate accounts that fund various contracts of insurance and annuity contracts (“**Contracts**”) issued by the Corporation, cash and investment securities to Thrivent (the “**Dissolution**” and, together with the Transfer, the “**Transactions**”). The Transactions will ultimately cause each of the Corporation’s existing contracts of insurance and annuity contracts to become obligations of Thrivent on their present terms and conditions (except as modified by Thrivent’s bylaws), and will make the Policyholders benefit members of Thrivent.

III. **Required Regulatory Approvals.**

A. The Transactions require approval from OCI under Wisconsin Law. The Transfer requires Thrivent to file, and OCI to approve, a Form A Statement Regarding the Acquisition of Control of or Merger with a Domestic Insurer regarding the Transfer (the “**Form A**”). The Dissolution requires the Board to file, and OCI to approve, this Plan; thereafter, the shareholder of the Corporation must adopt a resolution to dissolve the Corporation pursuant to the Plan as approved. Accordingly, the Corporation and Thrivent shall make a joint filing with OCI containing both the Form A and this Plan in order to obtain approval of both the Transfer and the Dissolution.

B. The effectiveness of this Plan is expressly conditioned on the approval by OCI of the Form A and this Plan, and the adoption of this Plan by Thrivent as sole shareholder of the Corporation after the Transfer.

IV. **Approval and Adoption of Plan.**

A. The Board took action by unanimous written consent in lieu of a meeting on _____, 2018 and [unanimously] adopted the Plan for winding up and dissolving the Corporation, including liquidating and distributing its assets and liabilities.

B. After approval of the Transactions by OCI and after the Transfer, Thrivent, acting as sole shareholder of the Corporation, will adopt the Plan as recommended by the Directors, and the Corporation will adopt articles of dissolution substantially in the form set forth in Exhibit C (the “**Articles of Dissolution**”) and file them with OCI.

C. The Plan will become effective as of the effective date stated in the Articles of Dissolution (the “**Effective Date**”).

V. **Distributions under the Plan.** On and after the Effective Date, the Corporation shall distribute the Corporation’s assets in accordance with the terms of this Plan. This action by and on behalf of the Corporation will not require further approval by the Directors or Thrivent. Distributions hereunder shall be subject to applicable Wisconsin Law. The plan of distribution under this Plan shall be as follows:

A. *The Insurance Contracts.* The Corporation shall distribute to Thrivent, and Thrivent shall assume from the Corporation, all insurance policies and annuity contracts of the Corporation (the “**Policies**”), whether or not in force on the Effective Date, and each and every asset and liability, whether or not known or fixed as of the Effective Date, arising from or related to the Policies. The coverage terms and provisions of the Policies will not be changed as a result of the distribution, the benefits and rights of Policyholders under their Policies will not be reduced or modified in any way, and the premiums required to be paid as specified in such Policies will not be increased as a result of the Transactions, except in each case as may arise from the application of Thrivent’s [bylaws] to the Policies and the Policyholders.

B. *The General Account Assets.* The Corporation shall distribute to Thrivent all assets held in the general account of the Corporation, in whatever form.

C. *The Separate Accounts.* Pursuant to the unanimous written consents of the Board and Thrivent’s board of directors substantially in the form attached hereto as Exhibit A, the Corporation and Thrivent shall cause the transfer of all of the Corporation’s separate accounts (and each of the respective subaccounts thereof) intact to Thrivent; Thrivent will replace the Corporation as the depositor for such separate accounts, assume legal ownership of all of the assets of such separate accounts and become responsible for the Corporation’s liabilities and obligations with respect to the Contracts then outstanding; and each Contract owner of the Corporation will become a Contract owner of Thrivent.

D. *Intercompany Agreements.* All agreements between the Corporation and any of its affiliates, including without limitation Holdings and Thrivent, shall be terminated pursuant to their terms and all outstanding amounts due under such agreements shall be settled in accordance with their terms.

E. *Other Assets and Liabilities.* All other assets and liabilities of the Corporation shall be transferred to Thrivent. Such assets, obligations and liabilities shall, subject to the rights of Thrivent under applicable law, and only to the extent such assets, obligations and liabilities are not otherwise satisfied or terminated in accordance with their terms, remain in full force and effect as if Thrivent had been the original holder of such assets or obligor of such obligations and liabilities.

F. *Means of Distribution.* The distributions contemplated by Sections B, D and E of this Article V shall be evidenced by a Transfer, Assignment and Assumption Agreement substantially in the form attached hereto as Exhibit B.

VI. **General Authorization.** The Directors are authorized, without further action by Thrivent or Holdings, to do and perform or cause the officers of the Corporation (the “**Officers**”), subject to approval of the Directors, to do and perform any and all acts, and to make, execute, deliver, or adopt any and all agreements, resolutions, conveyances, certificates, and other documents of every kind that are deemed necessary, appropriate, or desirable, in the absolute discretion of the Directors, to implement the winding up of the business and affairs of the corporation according to the Plan.

VII. **Indemnification.** Thrivent will expressly assume the Corporation’s obligations to indemnify the Officers, Directors, and employees of the Corporation in accordance with Wisconsin Law, the Corporation’s articles of incorporation and bylaws, and any contractual arrangements for acts and omissions in connection with the implementation of the Plan and the winding up of the affairs of the Corporation.

VIII. **Filing of Tax Forms.** The Corporation shall file an IRS Form 966 with the IRS not later than 30 days following the adoption of the Plan. If the Corporation amends the Plan, it shall file an additional IRS Form 966 within 30 days of the amendment. Thrivent shall cause to be timely filed on behalf of the Corporation any tax returns (including information returns) required to be filed by the Corporation after the Effective Date.

IX. **Cessation of Business Activities.** The Corporation shall cease to carry on its business after the Effective Date, except to the extent necessary to wind up and distribute its business and affairs pursuant to this Plan, including retaining such employees and consultants as necessary or desirable to carry out the winding up and dissolution of the Corporation.

X. **Notice to Creditors and Claimants.**

A. *Notice to Policyholders.* In connection with the transfer of the Policies to Thrivent, Thrivent shall prepare an amendatory endorsement to each Policy (the “**Endorsements**”), providing the Policyholders with notice of the dissolution of the Corporation, the assumption of the Policies by Thrivent, and such other matters as may be required by applicable law. The Endorsements shall be filed with and approved by

state insurance regulators as required, including OCI, prior to being distributed to Policyholders.

B. *General Creditors.* The Corporation shall deliver written notice of the dissolution of the Corporation to known claimants other than Policyholders after the Effective Date in accordance with Wisconsin Statutes Section 180.1406(2).

XI. **Articles of Dissolution.** The Corporation shall file the Articles of Dissolution with OCI in accordance with Wisconsin Statutes Section 611.74(1).

Exhibit A

Form of Separate Account Transfer Agreement

See attached.

Exhibit A

SEPARATE ACCOUNT TRANSFER AGREEMENT

This TRANSFER AGREEMENT (this "Agreement") is made and entered into as of [____], 2018 by and between Thrivent Financial for Lutherans, a Wisconsin-domiciled fraternal benefit society ("Transferee"), and Thrivent Life Insurance Company, a Wisconsin insurance corporation ("Transferor").

RECITALS

WHEREAS, Transferee is the sole shareholder of Transferor;

WHEREAS, Transferee and Transferor intend to dissolve Transferor into Transferee and transfer all of Transferor's assets and liabilities, including its insurance and annuity contracts, to Transferee (the "Dissolution Transaction");

WHEREAS, as part of the Dissolution Transaction, Transferor will transfer all of its separate accounts, and each of the respective subaccounts thereof (the "Separate Accounts"), intact to Transferee;

WHEREAS, Transferee will replace Transferor as the depositor for the Separate Accounts, assume legal ownership of all of the assets of the Separate Accounts and become responsible for Transferor's liabilities and obligations with respect to the variable annuity and variable life insurance contracts supported by the Separate Accounts (each a "Contract" and, collectively, the "Contracts");

WHEREAS, each Contract owner of Transferor will become a Contract owner of Transferee; and

WHEREAS, in connection with the Dissolution Transaction, Transferor desires to transfer and assign to Transferee all of the assets of the Separate Accounts, and Transferee desires to acquire, accept and assume all of the assets of the Separate Accounts, and to assume Transferor's liabilities and obligations with respect to the Contracts.

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

ARTICLE I

DEFINITIONS AND DEFINED TERMS

Section 1.1 Definitions and Defined Terms. Unless the context otherwise requires or as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A hereto.

ARTICLE II

TRANSFER OF SEPARATE ACCOUNTS

Section 2.1 Transfer of Separate Accounts. On the terms set forth herein, Transferor hereby transfers, conveys, assigns and delivers to Transferee, and Transferee hereby acquires, accepts, assumes and takes delivery from Transferor of, good and valid title to, and all rights and interests in, all of the assets of the Separate Accounts (collectively, the "Transferred Assets"), free and clear of all Liens.

ARTICLE III

ASSUMPTION OF LIABILITIES

Section 3.1 Assumed Liabilities. Transferee hereby assumes Transferor's liabilities and obligations with respect to the Contracts (the "Assumed Liabilities").

ARTICLE IV

CONSIDERATION

Section 4.1 Consideration. The aggregate consideration for the conveyance to Transferee of all right, title and interest in and to the Transferred Assets shall be one dollar (\$1) plus the assumption of the Assumed Liabilities.

ARTICLE V

CLOSING

Section 5.1 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") will take place on the date that the Articles of Dissolution of Transferor are filed with the Wisconsin Office of the Commissioner of Insurance.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

Transferor represents and warrants to Transferee as of the date hereof as follows:

Section 6.1 Organization and Good Standing. Transferor is a Wisconsin insurance corporation duly organized, validly existing and in good standing under the Laws of the State of Wisconsin and has all requisite power and authority to own, lease, operate and otherwise hold its properties and assets and to carry on its business as presently conducted. Transferor is in good standing in every jurisdiction in which the nature of the business conducted by it or the assets or properties owned or leased by it requires qualification, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to be material to Transferor's business.

Section 6.2 Authorization and Effect of Agreement. Transferor has all requisite organizational power and legal authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly and validly executed and delivered by Transferor and this Agreement constitutes a legal, valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally.

Section 6.3 Consents and Approvals; No Violations. No filing, registration or declaration with, and no Permit or Consent of, any Governmental Authority or any other Person is necessary for consummation of the transactions contemplated by this Agreement. Neither the execution and delivery of this Agreement by Transferor nor the consummation by Transferor of the transactions contemplated by this Agreement nor compliance by Transferor with any of the provisions hereto or thereto does or will (a) conflict with or result in any breach of any provision of the Organizational Documents of Transferor, (b) result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, modification, cancellation or acceleration or loss of benefits) under, any of the terms, conditions or provisions of any contract to which Transferor is a party or may be subject or which is included in the Transferred Assets or the Assumed Liabilities or (c) violate any Permit or Law applicable to Transferor, the Transferred Assets, or the Assumed Liabilities.

Section 6.4 No Third Party Options. There are no agreements, options, commitments or other rights granting any Person the right to acquire Transferor's right, title or interest in or to any of the Transferred Assets or any interest therein.

Section 6.5 Litigation. There is no action, proceeding, claim, suit, opposition, challenge, cancellation, charge or investigation pending or, to the knowledge of Transferor, threatened, that questions the validity of this Agreement or any action taken or to be taken in connection with this Agreement.

Section 6.6 Title to Assets; Assets Necessary to Business. Transferor has good and valid title to all of the Transferred Assets, free and clear of all Liens, excepting leased or licensed assets, as to which Transferor has good and valid title to the leasehold interest or license. Upon consummation of the transactions contemplated hereby, Transferee will have acquired good and valid title in and to each of the Transferred Assets, free and clear of all Liens other than the Assumed Liabilities.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Successors and Assigns; Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; provided that no assignment of any rights or obligations shall be made by any party hereto without the prior written consent of the other parties hereto. Notwithstanding the foregoing, upon written notice to Transferor, Transferee shall be permitted to assign this Agreement and the rights and obligations under it (i) to an Affiliate; provided that, in the event of

any such assignment, Transferee shall remain liable in full for the performance of its obligations hereunder or (ii) in connection with the sale of Transferee's business. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective successors and permitted assigns.

Section 7.2 Waiver; Cumulative Remedies. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party hereto upon any breach, default or noncompliance by another party hereto under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or in any similar breach, default or noncompliance thereafter occurring. The rights and remedies of the parties hereto, either under this Agreement or by Law, shall be cumulative and not alternative.

Section 7.3 Entire Agreement. This Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by any party relating to the matters contemplated by this Agreement and constitutes the entire agreement by and among the parties hereto.

Section 7.4 Amendments. This Agreement may be amended, modified, supplemented or changed, only by written instrument duly executed by each of the parties hereto.

Section 7.5 Applicable Law. The parties hereby agree that all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement, together with any dispute arising hereunder, shall be governed by the internal Laws of the State of Wisconsin without giving effect to any choice of Law or conflict of Law provision or rule, notwithstanding that public policy in Wisconsin or any other forum jurisdiction might indicate that the Laws of that or any other jurisdiction should otherwise apply based on contacts with such state or otherwise.

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

THRIVENT LIFE INSURANCE COMPANY

By: _____
Name:
Title:

THRIVENT FINANCIAL FOR LUTHERANS

By: _____
Name:
Title:

EXHIBIT A

DEFINITIONS AND DEFINED TERMS

As used in this Agreement, the following terms shall have the following meanings:

“Affiliate” shall mean with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by or is under common control with that Person. For purposes of this definition, a Person has control of another Person if it has the direct or indirect ability or power to direct or cause the direction of management policies of such other Person or otherwise direct the affairs of such other Person, whether through ownership of at least fifty percent (50%) of the voting securities of such other Person, by contract or otherwise.

“Governmental Authority” shall mean any federal, state, local or foreign government or any subdivision, agency, instrumentality, authority, department, commission, board or bureau thereof or any federal, state, local or foreign court, tribunal, arbitrator or registrar.

“Laws” shall mean all federal, state, local or foreign laws, orders, writs, injunctions, decrees, ordinances, awards, stipulations, statutes, judicial or administrative doctrines, rules or regulations enacted, promulgated, issued or entered by a Governmental Authority.

“Liens” shall mean all title defects or objections, mortgages, liens, claims, charges, pledges or other encumbrances of any nature whatsoever, including licenses, leases, chattel or other mortgages, collateral security arrangements, pledges, title imperfections, defect or objection liens, security interests, conditional and installment sales agreements, easements, encroachments or restrictions, of any kind and other title or interest retention arrangements, reservations or limitations of any nature.

“Organizational Documents” shall mean (a) the articles or certificate of incorporation, the bylaws and any shareholders agreement of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and certificate of formation or organization of any limited liability company, (e) any charter or similar document adopted or filed in connection with the creation, formation or organization of a Person and (f) any amendment to any of the foregoing.

“Permits” shall mean all permits, licenses, approvals, franchises, notices and authorizations issued by any Governmental Authority that are used or held for use in, necessary or otherwise relate to the ownership, operation or other use of any of the business of the party in question or the Transferred Assets.

“Person” shall mean any individual, partnership, limited partnership, joint venture, corporation, limited liability company, trust, unincorporated organization, Governmental Authority or other entity.

“Tax” and “Taxes” shall mean any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions, levies and liabilities, including taxes based upon, measured by, or with respect to income, net income, gross income, earnings, profits or gross receipts, or any sales, use, ad valorem, transfer, franchise, license, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, environmental, alternative, add-on minimum, custom duties, capital stock, social security (or similar), unemployment, disability, gains, recapture, estimated, or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, penalty, and addition thereto.

Exhibit B

Form of Transfer, Assignment and Assumption Agreement

See attached.

Exhibit B

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Transfer, Assignment and Assumption Agreement (this “**Agreement**”) is made as of the Effective Date (as defined in the Plan), between Thrivent Life Insurance Company, a Wisconsin stock insurance company (“**Assignor**”), in favor of Thrivent Financial for Lutherans, a Wisconsin fraternal benefit society (“**Assignee**”) (collectively, the “**Parties**”).

WHEREAS, the Assignor has adopted a Plan of Dissolution (the “**Plan**”) for the Assignor, and Assignee has adopted the Plan as the sole shareholder of the Assignor; and

WHEREAS, the Plan provides for the Assignor to dissolve and wind up its business, and to transfer all of its assets and liabilities to the Assignee by operation of law and as reflected in this Agreement; and

WHEREAS, Assignor and Assignee have entered into this Agreement in order (i) to reflect the conveyance to Assignee of title to all of Assignor’s assets (collectively, the “**Transferred Assets**”), and (ii) to acknowledge the assumption and agreement by Assignee to pay, perform and discharge (a) the liabilities of Assignor arising out of or related to the Transferred Assets, and (b) all other liabilities of Assignor ((ii)(a) and (ii)(b) collectively, the “**Assumed Liabilities**”); and

WHEREAS, capitalized terms used in this Agreement and not defined in this Agreement have the meanings ascribed to such terms in the Plan.

NOW, THEREFORE, in consideration of the mutual and several promises and undertakings herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I TRANSFER AND ASSIGNMENT - ASSETS

1. Transfer and Assignment. Assignor hereby assigns, transfers and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest of every conceivable kind or character whatsoever, whether tangible or intangible, in and to the Transferred Assets. Assignor covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all other acts, assignments, transfers, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder. This Agreement shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns.

ARTICLE II ASSIGNMENT AND ASSUMPTION - LIABILITIES

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee any and all of Assignor’s rights, obligations and liabilities of every conceivable kind or character

whatsoever, whether known or unknown, accrued or unaccrued, under the Assumed Liabilities.

2. Assumption. Assignee hereby accepts and assumes, and agrees to pay, perform and discharge, all of Assignor's rights, obligations and liabilities of every conceivable kind or character whatsoever, whether known or unknown, accrued or unaccrued, under the Assumed Liabilities.

ARTICLE III MISCELLANEOUS

1. The Plan. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Plan and any order of OCI approving the Plan. Nothing contained in this Agreement shall be deemed to modify, amend or supersede any of the terms or conditions of the Plan. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Plan, the terms and conditions of the Plan shall prevail.
2. Assignment. This Agreement shall be binding upon the Parties and their respective successors and assigns and shall inure to the benefit of the Parties and their respective successors and assigns.
3. Counterparts. This Agreement may be executed by electronic or facsimile signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin applicable to a contract executed and performed in the State of Wisconsin without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Agreement in order for this Agreement to be effective in any respect, then the laws of such other jurisdiction shall govern this Agreement to such extent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

THRIVENT LIFE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

THRIVENT FINANCIAL FOR LUTHERANS

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT]

Exhibit C
Form of Articles of Dissolution

See attached.

Exhibit C

THRIVENT LIFE INSURANCE COMPANY

ARTICLES OF DISSOLUTION

1. The name of the corporation is Thrivent Life Insurance Company (the "Corporation").

2. The dissolution of the Corporation was authorized by the Corporation's Board of Directors on _____, _____ and by the Corporation's shareholder on _____, _____.

3. The dissolution of the Corporation was authorized by resolution of the Board of Directors and by the Corporation's shareholder in accordance with Section 180.1402 of the Wisconsin Business Corporation Law.

4. These Articles of Dissolution are effective as of _____, _____.

Executed on behalf of the Corporation on _____, _____.

THRIVENT LIFE INSURANCE COMPANY

By: _____
[Name]
[Title]

This document was drafted by Kevin G. Fitzgerald, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5306.