INTERCOMPANY SERVICE AGREEMENT

THIS INTERCOMPANY SERVICE AGREEMENT (the "Agreement") is made and entered into effective _____, 1999 by and between **CENTRAL UNITED LIFE INSURANCE COMPANY**, a Texas life, accident and health insurance corporation ("Central") which is a subsidiary of **HARRIS INSURANCE HOLDINGS, INC.**, a Delaware corporation ("HIHI"), and **INVESTORS CONSOLIDATED INSURANCE COMPANY**, a North Carolina life insurance company ("ICIC") which will, upon completion of its acquisition by CML, become a wholly owned subsidiary of **CHRISTIAN MUTUAL LIFE INSURANCE COMPANY**, a New Hampshire life insurance corporation ("CML") which, in turn, is a subsidiary of **CONNECTICUT REASSURANCE CORPORATION, INC.**, a Connecticut corporation ("CTRE") and a partially-owned subsidiary of Central.

WHEREAS, upon the completion of the acquisition of ICIC by CML, Central and ICIC shall be "Affiliates" as that term is defined in the Insurance Holding Company System Regulatory Act as adopted in their respective states of domicile within a holding company system of which HIHI is the ultimate corporate parent (the "HIHI Holding Company System"); and

WHEREAS, Central and ICIC desire that Central provide certain personnel and Administrative Services (as defined herein) to ICIC until such time as ICIC has at least 25% of its work force in Connecticut in compliance with Connecticut Public Acts 94-214, 95-303 and 97-292, as amended by Section 22 of Connecticut Public Act 97-295, and as further amended and clarified, from time to time ("Connecticut Insurance Reinvestment Act"), and on the basis and for the consideration set forth in this Agreement which is substantially the same as the terms and consideration set forth in a certain intercompany service agreement between Central and CML entered into on December 14, 1998; and

WHEREAS, it is the intention of the parties to this Agreement that the Administrative Services to be rendered to ICIC by Central may be performed on a regular and systematic basis, and that it is advisable and appropriate that this Agreement be entered into among the parties hereto in order that the Administrative Services to be provided by Central to ICIC and the compensation by ICIC to Central for the Administrative Services provided to ICIC by Central under this Agreement shall be clearly and specifically set forth herein; and

WHEREAS, subject to the approval of the insurance regulatory authorities in their respective states of domicile, Central and ICIC desire to enter into this Agreement whereby ICIC would utilize the Administrative Services of Central as described in this Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I
ADMINISTRATIVE SERVICES AND FACILITIES

1.1 Personnel. Central shall furnish to ICIC all personnel necessary or appropriate to provide the Administrative Services to ICIC covered under this Agreement. Central shall make its directors, executive officers and employees available to serve as executive officers and/or directors of ICIC, in accordance with the provisions of the articles of incorporation and bylaws of ICIC. No director, executive officer or employee of Central, whether or not any of such persons are elected to serve as executive officers or directors of ICIC, shall receive any salary or other compensation, including, without limitation, director's fees, from ICIC with respect to the Administrative Services rendered to ICIC, to the extent that any such director, executive officer or employee receives compensation from Central for the rendering of such Administrative Services to ICIC.

1.2 Administrative and Other Services. Central agrees to render to ICIC, as requested or required by ICIC, such administrative and other services which are necessary or which are reasonably required by ICIC in the effective and efficient operation of its business and operations, including, without limitation: all policy underwriting, administration, policyholder service and claims services necessary for the issuance, renewal and administration of insurance policies and contracts issued or reinsured by ICIC; administration and oversight of ICIC's marketing and sales activities, including reinsurance operations; all accounting services necessary to maintain the books and records of ICIC and the preparation and filing of financial statements and reports with appropriate regulatory authorities and agencies, including tax accounting services; payroll and human resources services, including, without limitation, the establishment and maintenance of employee benefit plans and programs within the HIHI Holding Company System on behalf of ICIC; legal services and compliance programs, including the retention of outside counsel for ICIC and the representation of ICIC in matters pending before insurance regulatory authorities; investment management services, including supervision and management of the investment programs of ICIC subject to the direction of and on behalf of its Board of Directors; and data processing and management information systems and support services, including, without limitation, Year 2000 correction and compliance (the "Administrative Services").

1.3 Facilities. Central shall furnish all office space, furniture, fixtures and equipment, including, without limitation, data processing and communications equipment ("Facilities") necessary or appropriate to provide the Administrative Services to ICIC required to be performed by Central under this Agreement.

1.4 Performance Standards. Central covenants and agrees that when such Administrative Services are performed for or on behalf of ICIC by Central, it will utilize

HOLDING COMPANY SECTION
NUMBER

30 971

STATE BOARD OF INSURANCE
STATE OF TEXAS

the best of its knowledge, skill and judgment in providing such Administrative Services to ICIC, and shall perform its obligations hereunder in accordance with applicable laws and regulations and prudent standards of care that are reasonable and customary in the life, accident and health insurance industry. Without limitation of the foregoing, Central covenants and agrees:

(a) Competent Staff. To employ and maintain in its employment a competent and experienced staff of qualified and trained personnel to perform fully and adequately its duties and responsibilities under this Agreement, and to provide adequate office supplies, materials and equipment for the use of its employees in rendering Administrative Services under this Agreement.

To maintain facilities and operating systems necessary or appropriate to provide the Administrative Services including, without limitation, such hardware, equipment and facilities that will enable employees of ICIC to access such operating systems from remote locations.

To comply with all laws applicable to the providing of Administrative Services under this Agreement, including, without limitation, unfair claims practices laws.

To comply with the policies, procedures and rules established by ICIC for the prompt payment of claims and other matters within the periods specified by ICIC.

1.5 Communications with Policyholders. Central agrees that, to the extent it instructs ICIC's policyholders and/or beneficiaries to correspond with Central, such instructions will indicate that Central is acting as the administrative agent of ICIC.

1.6 Notification. Central shall forward promptly to ICIC all notices and other written communications received by or served upon Central relating to the Administrative Services, including, without limitation, (a) all inquiries or complaints from state insurance regulators, agents, brokers and insureds and (b) all notices of claims, suits and actions for which Central receives service of process.

ARTICLE II
COMPENSATION

2.1 Basic Compensation. In consideration of the personnel and Administrative Services furnished by Central to ICIC under this Agreement, ICIC agrees to pay Central the fees and expenses at the rates set forth in Schedule 2.1 attached hereto and hereby made a part hereof.

2.2 Statements. On or before the fifteenth day after the end of each calendar quarter during the term of this Agreement, Central will provide ICIC a statement of fees and expenses for Administrative Services rendered by Central to ICIC during the

HOLDING COMPANY SECTION
NUMBER

30 371 v

STATE BOARD OF INSURANCE
STATE OF TEXAS

preceding calendar quarter, which shall be paid by ICIC to Central on or before the end of the month in which such statement was rendered. The quarterly statements may include amounts estimated by Central based upon the schedule of fees and expenses set forth in Schedule 2.1, and such estimated amounts shall be reconciled with actual fees and expenses determined by Central on or before February 15 in each calendar year, and the estimated amounts shall be adjusted to actual costs and expenses at that time.

2.3 Records; Audit. The books, accounts and records of each of the parties to this Agreement shall be so maintained as to clearly and accurately disclose the nature and details of the services rendered under this Agreement, including such accounting information as is necessary to support the reasonableness of the fees and expenses paid to Central by ICIC. Expenses incurred and payment received by the parties shall be allocated in conformity with customary insurance accounting practices consistently applied. Without limiting the generality of the foregoing, Central shall maintain books and records of any communication with any regulatory authority, complaint logs and all data used by Central in the performance of Administrative Services required under this Agreement. ICIC may, within fifteen (15) days of the submission of any quarterly billing statement furnished ICIC by Central pursuant to the provisions of Section 2.2, audit such statement for the purpose of determining whether amounts charged to ICIC are appropriately chargeable to ICIC. Central shall cooperate with ICIC in connection with any such audit, which shall be completed within such fifteen (15) day review period. If such audit indicates the need for any adjustment of the amounts charged by Central to ICIC, ICIC shall propose to Central, in writing, any adjustments deemed appropriate, and the reasons therefor, supported in reasonable detail, and tender to the Central the amount of the quarterly statement, less any proposed adjustments. If Central agrees to the proposed adjustments, the statement for the quarter shall be adjusted accordingly. If Central disagrees with the adjustments, it shall negotiate with ICIC a fair and equitable resolution of such dispute; if such resolution cannot be reached between Central and ICIC, the dispute shall be resolved by the independent public accountants for ICIC, whose decision shall be final and binding upon the parties. Any statement (or part thereof) not disputed as to correctness by ICIC (or as to which an audit has not been completed) within the fifteen (15) day review period provided in this Section 2.3 shall thereafter be conclusively deemed correct for all purposes.

ARTICLE III
TERM AND TERMINATION

3.1 Term. This Agreement shall be effective on and after the effective date set forth in the preamble hereto, and shall continue in force and effect until terminated by each of the parties hereto in the manner set forth in Section 3.2.

3.2 Termination. This Agreement may be terminated as follows:

(a) By Central. Central may terminate this Agreement at any time

HOLDING COMPANY SECTION
NUMBER

30 07 1 v

STATE BOARD OF INSURANCE
STATE OF TEXAS

upon ninety (90) days' prior written notice to ICIC.

(b) By ICIC. ICIC may terminate this Agreement at any time upon ninety (90) days' prior written notice to Central.

(c) Automatic Termination. This Agreement shall be automatically terminated upon the date that ICIC is no longer an "affiliate" of Central.

3.3 Effect of Termination. Upon termination of this Agreement, this Agreement shall become void and have no further effect, and there shall be no continuing obligation or liability on the part of either Central or ICIC; provided, however, that termination of this Agreement shall not relieve any party from any indemnification obligations or liability for any breach of this Agreement arising prior to the date of termination.

ARTICLE IV
INABILITY TO PERFORM SERVICES; ERRORS

4.1 Inability to Perform Services. In the event that Central shall be unable to perform the Administrative Services as required by this Agreement for any reason for a period that can reasonably be expected to exceed three (3) business days, Central shall cooperate with ICIC in obtaining an alternative means of providing such services. Central will be responsible for all costs incurred in either restoring services or obtaining an alternative source of services.

4.2 Errors. Central shall, at its own expense, correct any errors made in the providing of the Administrative Services caused by it within a reasonable time after receiving notice thereof from ICIC or otherwise.

ARTICLE V
INDEMNIFICATION

5.1 Indemnification. (a) Central agrees to indemnify and hold harmless ICIC and any of its directors, officers, employees, agents or affiliates from any and all losses, costs, claims, demands, compensatory, extra contractual and/or punitive damages, fines and penalties (collectively, "ICIC Losses") arising out of or caused by: (i) fraud, theft or embezzlement by officers, employees or agents of Central during the term of this Agreement; (ii) the failure, either intentional or unintentional, of Central, or any of its directors, officers, employees or agents to perform properly the Administrative Services or take any actions required to be taken by Central under this Agreement; (iii) any other negligent act or willful misconduct committed by any officer, agent or employee of Central during the term of this Agreement; or (iv) any failure of Central to comply with applicable laws, rules and regulations during the term of this Agreement.

HOLDING COMPANY SECTION
NUMBER
30 9 7 1
STATE BOARD OF INSURANCE
STATE OF TEXAS

(b) ICIC agrees to indemnify and hold harmless Central and any of its directors, officers, employees, agents or affiliates from any and all losses, costs, claims, demands, compensatory, extra contractual and/or punitive damages, fines and penalties (collectively, "Central Losses") arising out of, or caused by: (i) fraud, theft or embezzlement by officers, employees or agents of ICIC during the term of this Agreement; (ii) any other negligent act or willful misconduct committed by any officer, agent or employee of ICIC during the term of this Agreement; (iii) any failure by ICIC to comply with applicable laws, rules and regulations during the term of this Agreement; or (iv) the following by Central of ICIC's instructions with respect to the Administrative Services provided by Central hereunder, provided, however, that if any of the actions set forth in (i) through (iv) above are taken or caused by an officer, agent or employee of ICIC who is also an officer, agent or employee of Central, then the right to indemnification provided in this Section 5.1(b) shall not apply.

5.2 Notice of Asserted Liability. In the event that either party hereto asserts a claim for indemnification hereunder, such party seeking indemnification (the "Indemnified Party") shall give written notice to the other party (the "Indemnifying Party") specifying the facts constituting the basis for, and the amount (if known) of the claim asserted.

5.3 Right to Contest Claims of Third Parties. (a) If an Indemnified Party asserts, or may in the future seek to assert, a claim for indemnification hereunder because of a claim or demand made, or an action, proceeding or investigation instituted, by any Person not a party to this Agreement (a "Third Party Claimant") that may result in a Central Loss with respect to which Central may be entitled to indemnification pursuant to Section 5.1(a) hereof or a ICIC Loss with respect to which ICIC may be entitled to indemnification pursuant to Section 5.1(b) hereof (an "Asserted Liability"), the Indemnified Party shall so notify the Indemnifying Party as promptly as practicable, but in no event later than ten (10) business days after such Asserted Liability is actually known to the Indemnified Party. Failure to deliver notice with respect to an Asserted Liability in a timely manner shall not be deemed a waiver of the Indemnified Party's right to indemnification for Central Losses or ICIC Losses, as the case may be, in connection with such Asserted Liability but the amount of reimbursement to which the Indemnified Party is entitled shall be reduced by the amount, if any, by which the Indemnified Party's losses would have been less had such notice been timely delivered.

(b) The Indemnifying Party shall have the right, upon written notice to the Indemnified Party, to investigate, contest, defend or settle the Asserted Liability; provided, that the Indemnified Party may, at its option and at its own expense, participate in the investigation, contesting, defense or settlement of any such Asserted Liability through representatives and counsel of its own choosing. The failure of the Indemnifying Party to respond in writing to proper notice of an Asserted Liability within 10 days after receipt thereof shall be deemed an election not to defend the same. Unless and until the Indemnifying Party elects to defend the Asserted Liability, the Indemnified Party shall

HOLDING COMPANY SECTION
NUMBER

30 [illegible]

[illegible] BOARD OF INSURANCE
[illegible] OF TEXAS

have the right, at its option and at the Indemnifying Party's expense, to do so in such manner as it deems appropriate, including, but not limited to, settling such Asserted Liability (after giving notice of the settlement to the Indemnifying Party) on such terms as the Indemnified Party deems appropriate.

(c) Except as provided in the immediately preceding sentence, the Indemnified Party shall not settle or compromise any Asserted Liability for which it seeks indemnification hereunder without the prior written consent of the Indemnifying Party (which shall not be unreasonably withheld) during the 10 day period specified above.

(d) The Indemnifying Party shall be entitled to participate in (but not to control) the defense of any Asserted Liability which it has elected, or is deemed to have elected, not to defend, or which it does not have the right to defend under paragraph (b) of this Section 5.3, with its own counsel and at its own expense.

(e) Except as provided in the first sentence of paragraph (b) of this Section 5.3, the Indemnifying Party shall bear all costs of defending any Asserted Liability and shall indemnify and hold the Indemnified Party harmless against and from all costs, fees and expenses incurred in connection with defending such Asserted Liability.

(f) Central and ICIC shall make mutually available to each other all relevant information in their possession relating to any Asserted Liability (except to the extent that such action would result in a loss of attorney-client privilege) and shall cooperate with each other in the defense thereof.

5.4 Contribution. In order to provide for contribution in circumstances in which the indemnification provided for in this Section is for any reason held to be unavailable from Central or ICIC, as the case may be, or is insufficient to hold harmless a party indemnified hereunder, Central, on the one hand, or ICIC, on the other hand, shall contribute to the aggregate ICIC Losses or Central Losses, as the case may be in such proportion as is appropriate to reflect the relative fault of Central, on the one hand, and ICIC, on the other hand, in connection with the acts, statements or omissions which resulted in such ICIC Losses or Central Losses, as the case may be, as well as any other relevant equitable consideration.

5.5 Indemnification Payments. Any payment hereunder shall be made by wire transfer of immediately available funds to such account or accounts as the Indemnified Party shall designate to the Indemnifying Party in writing.

ARTICLE VI
MISCELLANEOUS

6.1 Scope of Agreement. This Agreement constitutes an agreement by Central to provide certain personnel and certain Administrative Services as described in

HOLDING COMPANY SECTION
NUMBER
30 3 7 1
STATE BOARD OF INSURANCE
STATE OF TEXAS

Article I hereof to ICIC, and does not constitute, nor shall it be construed as, a contract or agreement granting Central the authority to manage or direct the management and policies of ICIC. The power to direct the management of the business and policies of ICIC shall, at all times, remain with the Board of Directors, executive officers and shareholders of ICIC. Central acknowledges and agrees that any and all actions taken by Central under this Agreement shall be subject to the continuous supervision and direction of the Board of Directors of ICIC.

6.2 Services to Other Affiliates. ICIC acknowledges and agrees that, during the term of this Agreement, Central may enter into other agreements or arrangements with other affiliates of Central and ICIC, and may provide administrative services of the types described in this Agreement to such other affiliates of Central and ICIC; certain executive officers, directors and employees of Central may render services to such other affiliates of Central and ICIC pursuant to such agreements and arrangements and may serve as executive officers and directors of such other affiliates of Central and ICIC; and the Facilities used by Central in providing Administrative Services to ICIC under this Agreement may also be used by Central in providing administrative services to such other affiliates of Central and ICIC.

6.3 Licensing. Central hereby represents and warrants to ICIC that it has all licenses, qualifications, and other authorizations necessary to provide the Administrative Services to or on behalf of ICIC. At all times during the term of this Agreement, Central shall maintain in force and effect all licenses, qualifications, and other authorizations necessary under applicable law to provide the Administrative Services to or on behalf of ICIC. Central agrees to provide ICIC with copies of any such documents upon request.

6.4 Independent Contractor. In performing its obligations under this Agreement, Central shall be an independent contractor. Nothing contained herein, and no action taken pursuant to this Agreement, shall be construed as establishing a partnership, joint venture or other relationship between Central, on the one hand, and ICIC, on the other hand.

6.5 Confidentiality of Proprietary Information. Central acknowledges and agrees that, during the term of this Agreement, ICIC and its agents, employees and representatives may obtain or have access to certain information that may be deemed proprietary and confidential by Central. Likewise, ICIC acknowledges and agrees that, during the term of this Agreement, Central and its agents, employees and representatives may obtain or have access to certain information that may be deemed proprietary and confidential by ICIC. Each of the parties agrees that any such information designated as proprietary by any other party hereto shall be maintained by the other parties hereto on a strictly confidential basis, will be used solely for the purposes contemplated herein, and will be disclosed only to those of the parties' respective agents, employees and representatives who require such information for purposes of the performance of such party's obligations hereunder, or as may be required by applicable laws and regulations.

HOLDING COMPANY SECTION
NUMBER

30 871 Y

STATE BOARD OF INSURANCE
STATE OF TEXAS

6.6 Regulatory Approvals; Further Assurances. This Agreement shall not be effective as to Central and ICIC unless and until this Agreement has been filed with and/or approved by the insurance regulatory authority in the state of domicile of each of the parties hereto. Each of the parties hereto is responsible for obtaining the approval of this Agreement by the insurance regulatory authority in its respective state of domicile. Upon receipt of such approvals, this Agreement shall be effective upon the date set forth in the preamble, unless another date is specified in the order of the insurance regulatory authority approving the Agreement as to any party hereto, in which case it shall become effective on the date specified in the order approving this Agreement. Each party hereto shall execute and deliver any additional instruments, letters and other documents necessary in order to effect or carry out the provisions of this Agreement and shall cause to be done, and shall assist and cooperate with the other party in doing, all things necessary, proper or advisable to accomplish and carry out, in the most expeditious manner practicable, the terms and provisions of this Agreement and the intent of the parties as expressed herein including, without limitation, the approval of this Agreement by the insurance regulatory authorities in the respective states of domicile of ICIC and Central.

6.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect. The parties shall endeavor in good faith negotiations to replace an invalid, illegal or, unenforceable provision with a valid, legal and enforceable provision, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

6.8 Entire Agreement. This Agreement and the schedules and exhibits attached hereto constitute the entire agreement and understanding and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof.

6.9 Assignment. This Agreement shall not be assignable or otherwise transferable by Central, on the one hand, or by ICIC on the other hand, without the prior written consent of the other, and any purported assignment or other transfer without such consent shall be void and unenforceable. Central may not subcontract for the performance of any Administrative Services that Central is to provide hereunder, except as permitted in writing by ICIC. Subject to the foregoing, this Agreement shall inure to the benefit of the legal successors and assigns of the parties hereto.

6.10 Change in Status. Central shall notify ICIC of any "change of control" filing, the adoption of any plan to liquidate, merge or dissolve Central, or of any proceeding or lawsuit which affects Central's ability to perform this Agreement, including without limitation insolvency or rehabilitation proceedings.

6.11 Amendments and Waivers. This Agreement may not be

HOLDING COMPANY SECTION
NUMBER
30 [illegible] Y
STATE BOARD OF INSURANCE
STATE OF TEXAS

amended, supplemented or discharged, and none of its provisions may be modified, except expressly by an instrument in writing signed by the party to be charged. Any term or provision of this Agreement may be waived, but only in writing by the party which is entitled to the benefit of that provision. No waiver by any party of any default with respect to any provision, condition or requirement hereof shall be deemed to be a continuing waiver in the future thereof or a waiver of any other provision, condition or requirement hereof; nor shall any delay or omission of any party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter.

6.12 Legal Requirements. Notwithstanding any other provisions of this Agreement, if the insurance laws, rules or regulations of the state of domicile of ICIC, whether existing on the date hereof or adopted during the term of this Agreement, require that certain services be rendered to ICIC only by employees of ICIC, such services shall not be rendered hereunder.

6.13 Counterparts. This Agreement may be executed in one or more counterparts, which together shall constitute one instrument. It shall not be necessary for each party to sign each counterpart so long as each party has signed at least one counterpart.

6.14 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut without regard to the provisions thereof pertaining to the principles of conflict of laws.

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

CENTRAL UNITED LIFE INSURANCE COMPANY

By: _____
Name: DANIEL GEORGE
Title: PRESIDENT

INVESTORS CONSOLIDATED INSURANCE COMPANY

By: _____
Name: DANIEL GEORGE
Title: VICE PRESIDENT

HOLDING COMPANY SECTION
NUMBER

30971 V

STATE BOARD OF INSURANCE
STATE OF TEXAS

HOLDING COMPANY SECTION
NUMBER

30 871 Y

STATE BOARD OF INSURANCE
STATE OF TEXAS

Schedule 2.1

Administration

Billing, Policyholder Service, Claim, Commission Processing

Health Policies: (Fee schedule adjusts to model if Pricing model varies, higher or Lower, by more than 0.5% of premium)		13 % of premium first year grading to 11 % 4th year and beyond
Life and Policies: (Fee schedule adjusts to model if pricing model varies, higher or lower, by more than $5 per policy.)	UL, ISL Traditional Final Expense Annuity	$50 per policy/yr $25 per policy/yr $20 per policy/yr $30 per policy/yr
Policy Underwriting/Issue (all lines)		$25 per application

Marketing and Sales Activities

Product development, product filing, sales material, agent contracts. and appointments, management of producers, agent 1099s, advances. Lines include ISL, WL, Term, Burial, DI, Dread Disease, Supplemental Health, Medicare Supplement, LTC, Major Medical.	5% of first year production $40,000 qrtly min per line (Lines not exceeding min fee within 4 qtrs will terminate)
Reinsurance Operations, Administration and Reporting	Included in Accounting

Accounting Services

Preparation and Filing of STAT and GAAP financial statements and reports, Audit Management, Premium Tax computation and filing	$18,000 per quarter
General Ledger, payables, banking, account reconciliation	$14,500 per quarter
Actuarial valuation - STAT, GAAP (fee begins with first acquisition)	$10,000 per quarter

Human Resources

Payroll, establishment and maintenance of employee benefit programs(HR fees begin with first member of Connecticut work force)	$100 per employee per qtr. $1,000 min.

HOLDING COMPANY SECTION
NUMBER
30
STATE BOARD OF INSURANCE
STATE OF TEXAS

Legal Services and Compliance Programs

Representation of ICIC before regulators, holding company filings, compliance program	$10,000 per quarter

Investment Management Services

Selection and management of outside investment management firm.	No fee

Data Processing and Management Information Systems Service

Management and availability of data processing systems.	Included in Administration
Conversion Services.	As established in pricing model.

Consultants

Outside counsel, consulting actuaries, audit/accounting firms, investment managers and other service providers specifically associated with ICIC business will invoice ICIC directly.

Texas Department of Insurance
Financial, Financial Analysis & Examinations, Mail Code 303-1A
333 Guadalupe • P. O. Box 149099, Austin, Texas 78714-9099
512-322-5002 telephone • 512-322-5082 fax • www.tdi.state.tx.us

RECEIVED
JAN 4 2006
BY:

December 28, 2005

Ms. Mary Lou Rainey
Corporate Counsel
Central United Life Insurance Company
10700 Northwest Freeway
Houston, Texas 77092

RE: **Central United Life Insurance Company**
Addendum to Intercompany Services Agreement
HCS# 34621

Dear Ms. Rainey:

Receipt of the above referenced transaction is acknowledged. Enclosed are copies of 1 page of documents relating to the referenced filing which have been marked with Holding Company Section Number 34621.

The copies evidence the submission and review of the transaction pursuant to the provisions of TEX. INS. CODE §823.103(a) and should be retained for review by the field examiner. The Commissioner will take no further action on the transaction at this time.

Very truly yours,

Cindy Thurman

Cindy Thurman, Financial Analyst
Financial Analysis and Examinations
Mail Code: 303-1A

CT:am

CENTRAL UNITED LIFE

November 9, 2005

New Hampshire Department of Insurance
56 Old Suncook Road
Concord NH 03301

Re: Central United Insurance Company
Intercompany Service Agreement
Affiliate: Investors Consolidated Insurance Company
HCS#30971

Dear Sir or Madam:

Please find enclosed a copy of the Addendum to the Intercompany Service Agreement which was previously filed with your department. We are submitting the Addendum at this time in order to update the Intercompany Service Agreement to show that Investors Consolidated Insurance Company is now a wholly owned subsidiary of the Central United Life Insurance Company.

Please let me know if you are in need of any additional information. If you have any questions, please do not hesitate to contact me at (713) 821-6448. Thank you for your cooperation and assistance.

Sincerely,

Mary Lou Rainey
Corporate Counsel

Enclosure

Central United Life Insurance Company
10700 Northwest Freeway
Houston, TX 77092

Phone: 713-529-0045
Toll Free: 800-669-9030
Fax: 713-821-6472

MANHATTAN
INSURANCE GROUP

Addendum

This document represents an Addendum to an Intercompany Service Agreement made and entered into effect in 1999 by and between Central United Life Insurance Company and Investors Consolidated Insurance Company.

Effective December 31, 2004, Investors Consolidated Insurance Company, a New Hampshire Corporation, has become a wholly owned subsidiary of Central United Life Insurance Company, a Texas Corporation.

Signed this the 8th day of November, 2005.

Investors Consolidated Insurance Company

BY _____
Dan George, President

Central United Life Insurance Company

By _____
Dan George, President

HOLDING COMPANY SECTION

34621

DEPARTMENT OF INSURANCE
STATE OF TEXAS