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October 18, 2005

## VIA COURIER

Joseph Cosentino, Esq.  
Dewey Ballantine LLP  
1301 Avenue of the Americas  
New York, NY 10019

Re: The Union Central Life Insurance Company ("Union Central")

Dear Mr. Cosentino:

On behalf of Union Central, we are hereby forwarding to you, counsel to the New York Insurance Department (the "Department") in connection with the Department's review of the proposed reorganization of Union Central under Section 1106(i) of the New York Insurance Law, two original copies of the stipulations as executed by Ameritas Acacia Mutual Holding Company (on behalf of itself and UNIFI Mutual Holding Company), Ameritas Holding Company and Union Central (the "Stipulations"). Please forward us an original copy of the Stipulations as executed by the Department.

By this letter, we also confirm that the Stipulations will not take effect unless and until the proposed reorganization becomes effective. Should the proposed reorganization not occur for some reason, such Stipulations will not become effective and we request that the Stipulations as executed be returned to Union Central.

Joseph Cosentino, Esq.  
October 18, 2005  
Page 2

Thank you very much for your assistance with this matter. If you have any questions or require any further information, please do not hesitate to contact me.

Very truly yours,



Cynthia R. Shoss

Enclosures

cc: Stephen J. Vamos, III, Ohio Department of Insurance  
Randall Walters, Jones Day  
David Westerbeck, The Union Central Life Insurance Company

STATE OF NEW YORK  
INSURANCE DEPARTMENT  
25 BEAVER STREET  
NEW YORK, NEW YORK 10004

WHEREAS, Union Central Life Insurance Company ("Union Central") is domiciled in the State of Ohio and licensed as a foreign insurer in the State of New York;

WHEREAS, Union Central filed with the New York State Insurance Department (the "New York Department") a plan of reorganization dated July 20, 2005 (the "Plan of Reorganization") whereby Union Central proposes, among other things, to convert into a stock life insurance company within a mutual holding company structure (the "Conversion") in which Union Central will continue its existence under its present name and become a subsidiary of a newly formed Ohio mutual insurance holding company ("Union Central MHC");

WHEREAS, on the effective date of the Plan of Reorganization (the "Effective Date"), Union Central MHC will merge with and into Ameritas Acacia Mutual Holding Company ("Ameritas Acacia MHC"), an existing mutual insurance holding company domiciled in Nebraska (the "Merger"), with Ameritas Acacia MHC being the surviving mutual holding company, which shall be renamed UNIFI Mutual Holding Company ("UNIFI MHC");

WHEREAS, on the Effective Date, UNIFI MHC shall concurrently contribute all of the Voting Stock of Union Central to UNIFI MHC's existing wholly-owned intermediate holding company subsidiary, Ameritas Holding Company ("Ameritas IHC"), domiciled in Nebraska, which will after the Merger own 100% of the stock of three operating life insurance companies that have converted into stock insurers within a mutual holding company structure pursuant to the laws of their respective states of domicile: Union Central, Ameritas Life Insurance Company, domiciled in Nebraska, and Acacia Life Insurance Company, domiciled in the District of Columbia;

WHEREAS, on the Effective Date, pursuant to the Conversion, the membership interests of policyholders of Union Central will become membership interests in Union Central MHC, and concurrently the policyholders' membership interests in Union Central will be extinguished;

WHEREAS, on the Effective Date, pursuant to the Merger, the membership interests of policyholders of Union Central MHC will become membership interests in UNIFI MHC, and concurrently the membership interests in Union Central MHC will be extinguished;

WHEREAS, the Plan of Reorganization has been filed with the Superintendent of Insurance of the State of Ohio (the "Ohio Superintendent") pursuant to Section 3913.28 of the Ohio Insurance Laws;

WHEREAS, the New York Department has undertaken a review of the Plan of Reorganization pursuant to Section 1106(i) of the New York Insurance Law ("Section 1106(i)"); and

WHEREAS, Ameritas Acacia MHC (prior to the effective date), UNIFI MHC (after the effective date), Ameritas IHC and Union Central (the "Bound Parties") have agreed to comply with certain requirements that the Superintendent of Insurance of the State of New York ("New York Superintendent") finds necessary under Section 1106(i) for the protection of New York policyholders in order to permit Union Central to continue to do business in New York pursuant to New York law after the Effective Date, all as set forth in this stipulation (the "Stipulation").

IT IS THEREFORE STIPULATED AND AGREED by and between the undersigned that:

(1) Jurisdiction and Authority

Union Central filed the Plan of Reorganization with the New York Department for review pursuant to Section 1106(i). This Stipulation embodies the requirements the New York Superintendent finds necessary, pursuant to Section 1106(i), to permit Union Central to continue to do business in New York pursuant to New York law. The New York Department shall have continuing jurisdiction to enforce the terms of this Stipulation pursuant to the authority granted under Article 11 of the New York Insurance Law and such other laws as may be applicable at the time.

The Bound Parties agree that the terms of this Stipulation are and will be enforceable upon execution and delivery of this Stipulation by such Bound Parties. The Bound Parties further agree, that, without any further action by any Person, any Person that after the Effective Date becomes or is presumed to have become a holding company of Union Central as such term is defined in Section 1501(a)(3) of the New York Insurance Law shall contemporaneously become a Bound Party under this Stipulation.

Union Central agrees to pay all reasonable costs (including, without limitation, legal, accounting and actuarial fees and expenses) incurred by the New York Department in connection with the administration and/or enforcement of the terms of this Stipulation.

(2) Plan of Reorganization

- (a) The Bound Parties agree that copies of any instruments, documents, statements, reports, notices or other information that may at any time be provided to the Ohio Superintendent and/or the Director of Insurance of the State of Nebraska (the "Nebraska Director") pursuant to Sections 8.02(e)(ii), 8.02(e)(iii), 8.02(e)(v), 8.02(f), 9.07(b) or 9.07(d) of the Plan of Reorganization shall be provided to the New York Superintendent promptly thereafter.

- (b) Union Central shall obtain the prior approval of the New York Superintendent, in addition to the required approval of the Ohio Superintendent provided for in Section 8.02(f) of the Plan of Reorganization, prior to ceasing to maintain the Closed Block (as defined in the Plan of Reorganization), if the Closed Block at such time includes Policies held by New York policyholders.
- (c) Union Central shall obtain the prior approval of the New York Superintendent, in addition to the required approval of the Ohio Superintendent provided for in the Closed Block Memorandum, prior to changing the tax allocation or charging procedures described in the Closed Block Memorandum with respect to federal income, state and local taxes, if the Closed Block at such time includes Policies held by New York policyholders.
- (d) If, after examining materials relating to any proposed amendment or modification of the Plan of Reorganization pursuant to Section 9.07(d) thereof, the New York Superintendent finds that such amendment or modification is not fair or equitable to New York policyholders of Union Central, the New York Superintendent shall set forth the reasons for such findings and within thirty (30) days following the receipt of the materials described in (2)(a) above relating to Section 9.07(d) of the Plan of Reorganization, the New York Superintendent shall notify the Bound Parties and (as applicable) the Ohio Superintendent and the Nebraska Director of such findings and such reasons and advise of any requirements necessary for the protection of New York policyholders of Union Central in order to permit Union Central to continue to do business in New York pursuant to New York law after such amendment or modification.

(3) Demutualization, etc.

Any application seeking the demutualization, conversion or any other change in corporate form of UNIFI MHC, or seeking to permit to occur or cause to occur a transaction which, indirectly or directly, is reasonably expected to permit or cause the members of UNIFI MHC to realize all or part of the economic value of their membership interests in UNIFI MHC, shall be subject to review by the New York Department in accordance with the procedures set forth in Section 1106(i) as applicable to Union Central.

(4) Issuance of Securities

- (a) At least sixty (60) days prior to the date of any public hearing regarding the issuance or sale of any Securities by a Bound Party that is subject to the review of the Ohio Superintendent or the Nebraska Director or any other insurance regulatory body or, if no

such hearing is required, at least forty-five (45) days prior to the date of the proposed issuance or sale of such Securities, such Bound Party shall file with the New York Superintendent: (i) a copy of any application or plan filed with the Ohio Superintendent, the Nebraska Director or any other insurance regulatory body with respect to such issuance or sale; (ii) a copy of all proposed instruments and documents evidencing such Securities, including, without limitation, all prospectuses and offering memoranda (which may be preliminary if necessary) to be provided to prospective purchasers or transferees of such Securities, and information regarding the total amount of Securities intended to be offered, the intended date of sale or issuance of Securities, and the use of proceeds thereof; and (iii) any other information requested by the New York Superintendent relating to such issuance or sale.

(b) If, after examining the proposed issuance or sale of Securities referred to in 4(a) above, the New York Superintendent finds that it is not fair or equitable to New York policyholders of Union Central, the New York Superintendent shall set forth the reasons for such findings and, fifteen (15) days prior to the date of any public hearing relating to the proposed issuance or sale or, if no such hearing is required, within thirty (30) days following the receipt of the materials described in (4)(a) above, the New York Superintendent shall notify the Bound Parties and (as applicable) the Ohio Superintendent and the Nebraska Director of such findings and such reasons and advise of any requirements necessary for the protection of New York policyholders of Union Central in order to permit Union Central to continue to do business in New York pursuant to New York law after such issuance or sale.

(c) The Bound Parties shall use their best efforts to coordinate the notice and review time frames specified herein with the notice and review time frames relating to Securities offerings required by applicable state laws and implementing regulations. In the event that, irrespective of their best efforts, the Bound Parties cannot do so, the New York Superintendent shall consider in good faith whether to modify its notice and review requirements in a corresponding manner, but shall not be obligated to do so.

(5) Affiliate Transactions

(a) Prior notification of the New York Superintendent shall be required for each Affiliate Transaction that involves payments, transfers, value or property in an amount equal to or exceeding 5% (five percent) of the admitted assets of Union Central as of the December 31 next preceding; provided, however, that all

reinsurance treaties and reinsurance agreements that are Affiliate Transactions shall require prior notification without regard to amount. Notification of the New York Superintendent shall be provided by the Bound Parties at least thirty (30) days prior to the proposed effective date, or such shorter period as permitted by the Superintendent, of any such Affiliate Transaction.

- (b) In connection with the notification provided in 5(a) above, the Bound Parties shall file with the New York Superintendent: (i) a copy of any application or plan filed with the Ohio Superintendent, Nebraska Director or any other insurance regulatory body in connection with the Affiliate Transaction; (ii) a copy of all proposed instruments and documents evidencing the Affiliate Transaction and a description of the possible effect of such Affiliate Transaction on policyholders of Union Central and members of UNIFI MHC; and (iii) any other information requested by the New York Superintendent relating to such Affiliate Transaction.
- (c) Such Affiliate Transaction shall be subject to review by the New York Superintendent in accordance with the provisions of Sections 1505(a), (b) and (e) of the New York Insurance Law.
- (d) If the New York Superintendent finds that an Affiliate Transaction is not fair or equitable to New York policyholders of Union Central, the New York Superintendent shall set forth the reasons for such findings and within thirty (30) days following the receipt of the materials described in (5)(b) above, the New York Superintendent shall notify the Bound Parties and (as applicable) the Ohio Superintendent and the Nebraska Director that such Affiliate Transaction is not fair or equitable to New York policyholders of Union Central and advise them of any requirements necessary for the protection of New York policyholders of Union Central in order to permit Union Central to continue to do business in New York pursuant to New York law after the effective date of the Affiliate Transaction. If the New York Superintendent does not so notify the Bound Parties within the afore-mentioned time period, there shall be deemed to be no requirements necessary in respect of the Affiliate Transaction for the continued permission of Union Central to do business in New York.
- (e) It shall be a violation of this Stipulation if any Affiliate Transaction (or other transaction) or series of Affiliate Transactions (or other transactions) are designed so as to evade or avoid the application of this section.

(6) Rehabilitation and Liquidation

The Bound Parties agree that in the event of a rehabilitation or liquidation proceeding of UNIFI MHC, or to which UNIFI MHC is a party, the Bound Parties will support, and in no way interfere with, efforts, if any, made by the New York Superintendent to assert standing in such proceeding to assure the fair and equitable treatment of New York policyholders of Union Central who are members of UNIFI MHC.

(7) Policy Dividends and Non-Guaranteed Elements

- (a) If and to the extent that, after the Effective Date, Union Central declares and/or pays, with respect to any class of policies other than Closed Block policies, policy dividends that are, in whole or in part, based on the overall financial experience of Union Central rather than on the financial experience of such class of policies, Union Central will pay a reasonably proportionate amount with respect to Closed Block policies, and such amount paid with respect to Closed Block policies shall not be charged to the Closed Block. As used in this Section 7, the term "financial experience" shall mean, with respect to any class of policies, any aspect of the experience of such policies that affects such policies' cash flows or statutory reserves, such as mortality, morbidity, persistency, investment return and expenses (to include commissions and taxes). As used in this Section 7, the term "class of policies" shall mean any grouping of policies with similar characteristics that constitutes all or a significant portion of one of Union Central's lines of business as such lines of business are shown in the "Analysis of Operations by Lines of Business" page of Union Central's statutory Annual Statement.
- (b) For policies in force on the Effective Date that are in the Closed Block, Union Central shall redevelop traditional three-factor dividend rates during 2006 for the dividend scale payable in 2007.
- (c) Union Central shall seek prior approval from the New York Department at least 60 days prior to any Board of Directors meeting at which Union Central's management intends to request Union Central's Board of Directors to change the "Non-guaranteed Element Principles and Practices," a copy of which is attached as Exhibit A to this Stipulation (the "Principles and Practices"). For purposes of this Stipulation, any change by Union Central in the profit margins discussed in II.g. of the Principles and Practices, even if Board approval is not required, shall be considered a change in the Principles and Practices and would be subject to the approval provisions of this Stipulation. Such approval shall be

deemed to have been obtained if notice of disapproval has not been received within 45 days after the filing of the request for approval. This approval requirement only applies insofar as the Principles and Practices apply to Union Central business in force as of the Effective Time that is subject to non-guaranteed element determination and only insofar as such proposed change will affect any New York policyholders of Union Central; moreover, this prior approval requirement only applies for a period of six years following the Effective Time.

(8) Reservation of Rights

No term of this Stipulation shall be construed or interpreted as limiting in any way the rights, remedies or powers of the New York Department, or the applicability of any law, rule or regulation of the State of New York, and the New York Department hereby reserves the right to take any actions it deems appropriate. In entering into this Stipulation, the Bound Parties are not waiving any rights or remedies except to the extent specifically set forth in this Stipulation.

(9) Enforceability

Each Bound Party represents and warrants that this Stipulation is the legal, valid and binding obligation of each of them, enforceable against each of them in accordance with its terms and that no consent of any Person (including any regulatory authority) shall be required in order for this Stipulation to be entered into. The provisions of this Stipulation shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(10) Definitions

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

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) of a Person means the possession, direct or indirect, of the power to vote 10% (ten percent) or more of the Voting Stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Stock, by contract or otherwise.

“Affiliate Transaction” means any business or transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any asset, the rendering of any service, loans or extensions of credit, investments, any insurance or reinsurance treaty or agreement or the transfer of any assets), entered into by one or more Bound Parties with UNIFI MHC or any other Affiliate of UNIFI MHC, or any dividends or distributions paid in respect of Securities by one or more Bound Parties

to UNIFI MHC or any other Affiliate of UNIFI MHC. For the avoidance of doubt, to constitute an "Affiliate Transaction" the business or transaction or series of related transactions must include as parties thereto both (i) one (or more) of Ameritas Acacia MHC (prior to the Effective Date), UNIFI MHC (after the effective Date), Ameritas IHC or Union Central, which are the "Bound Parties" as of the date hereof, or any party which becomes a "Bound Party" following the Effective Date pursuant to Section 1 hereof, and (ii) UNIFI MHC or any other Affiliate of UNIFI MHC, whether or not also a Bound Party.

"Debt" of any Person means (a) all indebtedness of such Person for borrowed money, (b) all Obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (c) any other Obligations of such Person, and (d) all Debt of others referred to in clauses (a) through (c) guaranteed directly or indirectly in any way.

"Obligation" means, with respect to any Person, any payment, performance or obligation of such Person of any kind, including, without limitation, any liability of such Person on any claim, whether or not the right of any creditor to payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, secured or unsecured.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"Securities" means any stock, whether voting or non-voting, and any Debt that is convertible or exchangeable into stock ("Convertible Debt"), and any warrants, rights or options to acquire such stock or Convertible Debt.

"Voting Stock" means stock issued by a corporation the holders of which are entitled to vote for the election of directors (or persons performing similar functions) of such Person, including, without limitation, any right to vote that shall occur upon the happening of a contingency.

(11) Statutory References

Statutory references to the New York Insurance Law used herein shall be references to such sections of the New York Insurance Law or to any successor provisions or similar provisions which may hereafter be in force.

IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed as of October , 2005.

AMERITAS ACACIA MUTUAL HOLDING COMPANY

UNIFI MUTUAL HOLDING COMPANY

By: Ameritas Acacia Mutual Holding Company, on behalf of itself and on behalf of UNIFI Mutual Holding Company

By: *Lawrence J. Potts*  
Title: *Chairman, President & CEO*

AMERITAS HOLDING COMPANY

By: *Lawrence J. Potts*  
Title: *Chairman, President & CEO*

UNION CENTRAL LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Title:

NEW YORK STATE DEPARTMENT OF INSURANCE

By: \_\_\_\_\_  
Title:

Dated: October , 2005

## The Union Central Life Insurance Company

### Non-guaranteed Element Principles and Practices

The following is a statement of the principles and practices that the Union Central Life Insurance Company ("Union Central") intends to apply in the redetermination of non-guaranteed charges and/or benefits for individual life insurance contracts and annuity contracts.

#### I. Applicability

Individual life insurance and annuity contracts that contain non-guaranteed elements are those contracts on which charges or benefits may vary at the discretion of Union Central. These contracts include (i) universal life contracts, (ii) indeterminate premium policies, and (iii) "excess interest" policies. This statement of principles does not apply to policyholder dividend paying contracts, which are covered by the "Dividend and Surplus Principles and Practices" statement unless such contracts also contain non-guaranteed elements. In which case both statements of principles and practices apply. Nor does this statement of principles apply to any charges or benefits that vary with the performance of a separate account result or defined index.

#### II. General Principles

The following general principles apply to all individual life insurance and annuity contracts containing non-guaranteed elements:

- a. The contract classes applicable to a new contract that is being introduced will be identified at the time of initial determination of non-guaranteed charges and benefits. A contract class consists of all contracts Union Central groups together for purposes of determining non-guaranteed charges or benefits.
- b. The process of redetermination of non-guaranteed charges and benefits will be carried out for a single contract class or for several related contract classes.
- c. Non-guaranteed charges will be assessed on a class basis and will not be made in a way that unfairly discriminates between individual contracts. Non-guaranteed benefits will be provided for on a class basis and will not be paid in a way that unfairly discriminates between individual contracts.
- d. Changes to non-guaranteed elements will be done in accordance with applicable state laws and regulations.
- e. New non-guaranteed charges or benefits applicable to contracts in force will be consistent with those charged for similar contracts available for sales at the time of change.
- f. Changes to non-guaranteed elements will only reflect experience anticipated in the future which might have changed since the time the contract was issued and not be used to recover past losses or distribute gains that occurred prior to the time of the rate change.
- g. Profit margins that were in an acceptable range at the time the policies were sold would maintain the same range at the time of rate revisions unless there is sufficient justification for a change.

**The Union Central Life Insurance Company**  
**Non-guaranteed Element Principles and Practices**

- h. Experience will be reviewed not more frequently than annually or less frequently than every 5 years with respect to the need to change non-guaranteed elements and should be reviewed whenever similar new contracts are introduced.

**III. Non-guaranteed Element Approval Process**

- a. The Executive Committee of the Board authorizes the CEO to approve changes in non-guaranteed elements that are consistent with this statement of principles and practices.
- b. Proposed changes in non-guaranteed elements that are inconsistent with this statement of principles and practices should be submitted to the Executive Committee of the Board for approval consideration.
- c. The CEO shall provide a report at the December meeting of the Executive Committee of the Board on the decisions and actions taken during the year with respect to non-guaranteed elements.

STATE OF NEW YORK  
INSURANCE DEPARTMENT  
25 BEAVER STREET  
NEW YORK, NEW YORK 10004

WHEREAS, Union Central Life Insurance Company ("Union Central") is domiciled in the State of Ohio and licensed as a foreign insurer in the State of New York;

WHEREAS, Union Central filed with the New York State Insurance Department (the "New York Department") a plan of reorganization dated July 20, 2005 (the "Plan of Reorganization") whereby Union Central proposes, among other things, to convert into a stock life insurance company within a mutual holding company structure (the "Conversion") in which Union Central will continue its existence under its present name and become a subsidiary of a newly formed Ohio mutual insurance holding company ("Union Central MHC");

WHEREAS, on the effective date of the Plan of Reorganization (the "Effective Date"), Union Central MHC will merge with and into Ameritas Acacia Mutual Holding Company ("Ameritas Acacia MHC"), an existing mutual insurance holding company domiciled in Nebraska (the "Merger"), with Ameritas Acacia MHC being the surviving mutual holding company, which shall be renamed UNIFI Mutual Holding Company ("UNIFI MHC");

WHEREAS, on the Effective Date, UNIFI MHC shall concurrently contribute all of the Voting Stock of Union Central to UNIFI MHC's existing wholly-owned intermediate holding company subsidiary, Ameritas Holding Company ("Ameritas IHC"), domiciled in Nebraska, which will after the Merger own 100% of the stock of three operating life insurance companies that have converted into stock insurers within a mutual holding company structure pursuant to the laws of their respective states of domicile: Union Central, Ameritas Life Insurance Company, domiciled in Nebraska, and Acacia Life Insurance Company, domiciled in the District of Columbia;

WHEREAS, on the Effective Date, pursuant to the Conversion, the membership interests of policyholders of Union Central will become membership interests in Union Central MHC, and concurrently the policyholders' membership interests in Union Central will be extinguished;

WHEREAS, on the Effective Date, pursuant to the Merger, the membership interests of policyholders of Union Central MHC will become membership interests in UNIFI MHC, and concurrently the membership interests in Union Central MHC will be extinguished;

WHEREAS, the Plan of Reorganization has been filed with the Superintendent of Insurance of the State of Ohio (the "Ohio Superintendent") pursuant to Section 3913.28 of the Ohio Insurance Laws;

WHEREAS, the New York Department has undertaken a review of the Plan of Reorganization pursuant to Section 1106(i) of the New York Insurance Law ("Section 1106(i)"); and

WHEREAS, Ameritas Acacia MHC (prior to the effective date), UNIFI MHC (after the effective date), Ameritas IHC and Union Central (the "Bound Parties") have agreed to comply with certain requirements that the Superintendent of Insurance of the State of New York ("New York Superintendent") finds necessary under Section 1106(i) for the protection of New York policyholders in order to permit Union Central to continue to do business in New York pursuant to New York law after the Effective Date, all as set forth in this stipulation (the "Stipulation").

IT IS THEREFORE STIPULATED AND AGREED by and between the undersigned that:

(1) Jurisdiction and Authority

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The Bound Parties agree that the terms of this Stipulation are and will be enforceable upon execution and delivery of this Stipulation by such Bound Parties. The Bound Parties further agree, that, without any further action by any Person, any Person that after the Effective Date becomes or is presumed to have become a holding company of Union Central as such term is defined in Section 1501(a)(3) of the New York Insurance Law shall contemporaneously become a Bound Party under this Stipulation.

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- (b) Union Central shall obtain the prior approval of the New York Superintendent, in addition to the required approval of the Ohio Superintendent provided for in Section 8.02(f) of the Plan of Reorganization, prior to ceasing to maintain the Closed Block (as defined in the Plan of Reorganization), if the Closed Block at such time includes Policies held by New York policyholders.
- (c) Union Central shall obtain the prior approval of the New York Superintendent, in addition to the required approval of the Ohio Superintendent provided for in the Closed Block Memorandum, prior to changing the tax allocation or charging procedures described in the Closed Block Memorandum with respect to federal income, state and local taxes, if the Closed Block at such time includes Policies held by New York policyholders.
- (d) If, after examining materials relating to any proposed amendment or modification of the Plan of Reorganization pursuant to Section 9.07(d) thereof, the New York Superintendent finds that such amendment or modification is not fair or equitable to New York policyholders of Union Central, the New York Superintendent shall set forth the reasons for such findings and within thirty (30) days following the receipt of the materials described in (2)(a) above relating to Section 9.07(d) of the Plan of Reorganization, the New York Superintendent shall notify the Bound Parties and (as applicable) the Ohio Superintendent and the Nebraska Director of such findings and such reasons and advise of any requirements necessary for the protection of New York policyholders of Union Central in order to permit Union Central to continue to do business in New York pursuant to New York law after such amendment or modification.

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(a) Prior notification of the New York Superintendent shall be required for each Affiliate Transaction that involves payments, transfers, value or property in an amount equal to or exceeding 5% (five percent) of the admitted assets of Union Central as of the December 31 next preceding; provided, however, that all

reinsurance treaties and reinsurance agreements that are Affiliate Transactions shall require prior notification without regard to amount. Notification of the New York Superintendent shall be provided by the Bound Parties at least thirty (30) days prior to the proposed effective date, or such shorter period as permitted by the Superintendent, of any such Affiliate Transaction.

- (b) In connection with the notification provided in 5(a) above, the Bound Parties shall file with the New York Superintendent: (i) a copy of any application or plan filed with the Ohio Superintendent, Nebraska Director or any other insurance regulatory body in connection with the Affiliate Transaction; (ii) a copy of all proposed instruments and documents evidencing the Affiliate Transaction and a description of the possible effect of such Affiliate Transaction on policyholders of Union Central and members of UNIFI MHC; and (iii) any other information requested by the New York Superintendent relating to such Affiliate Transaction.
- (c) Such Affiliate Transaction shall be subject to review by the New York Superintendent in accordance with the provisions of Sections 1505(a), (b) and (e) of the New York Insurance Law.
- (d) If the New York Superintendent finds that an Affiliate Transaction is not fair or equitable to New York policyholders of Union Central, the New York Superintendent shall set forth the reasons for such findings and within thirty (30) days following the receipt of the materials described in (5)(b) above, the New York Superintendent shall notify the Bound Parties and (as applicable) the Ohio Superintendent and the Nebraska Director that such Affiliate Transaction is not fair or equitable to New York policyholders of Union Central and advise them of any requirements necessary for the protection of New York policyholders of Union Central in order to permit Union Central to continue to do business in New York pursuant to New York law after the effective date of the Affiliate Transaction. If the New York Superintendent does not so notify the Bound Parties within the afore-mentioned time period, there shall be deemed to be no requirements necessary in respect of the Affiliate Transaction for the continued permission of Union Central to do business in New York.
- (e) It shall be a violation of this Stipulation if any Affiliate Transaction (or other transaction) or series of Affiliate Transactions (or other transactions) are designed so as to evade or avoid the application of this section.

(6) Rehabilitation and Liquidation

The Bound Parties agree that in the event of a rehabilitation or liquidation proceeding of UNIFI MHC, or to which UNIFI MHC is a party, the Bound Parties will support, and in no way interfere with, efforts, if any, made by the New York Superintendent to assert standing in such proceeding to assure the fair and equitable treatment of New York policyholders of Union Central who are members of UNIFI MHC.

(7) Policy Dividends and Non-Guaranteed Elements

- (a) If and to the extent that, after the Effective Date, Union Central declares and/or pays, with respect to any class of policies other than Closed Block policies, policy dividends that are, in whole or in part, based on the overall financial experience of Union Central rather than on the financial experience of such class of policies, Union Central will pay a reasonably proportionate amount with respect to Closed Block policies, and such amount paid with respect to Closed Block policies shall not be charged to the Closed Block. As used in this Section 7, the term "financial experience" shall mean, with respect to any class of policies, any aspect of the experience of such policies that affects such policies' cash flows or statutory reserves, such as mortality, morbidity, persistency, investment return and expenses (to include commissions and taxes). As used in this Section 7, the term "class of policies" shall mean any grouping of policies with similar characteristics that constitutes all or a significant portion of one of Union Central's lines of business as such lines of business are shown in the "Analysis of Operations by Lines of Business" page of Union Central's statutory Annual Statement.
- (b) For policies in force on the Effective Date that are in the Closed Block, Union Central shall redevelop traditional three-factor dividend rates during 2006 for the dividend scale payable in 2007.
- (c) Union Central shall seek prior approval from the New York Department at least 60 days prior to any Board of Directors meeting at which Union Central's management intends to request Union Central's Board of Directors to change the "Non-guaranteed Element Principles and Practices," a copy of which is attached as Exhibit A to this Stipulation (the "Principles and Practices"). For purposes of this Stipulation, any change by Union Central in the profit margins discussed in II.g. of the Principles and Practices, even if Board approval is not required, shall be considered a change in the Principles and Practices and would be subject to the approval provisions of this Stipulation. Such approval shall be

deemed to have been obtained if notice of disapproval has not been received within 45 days after the filing of the request for approval. This approval requirement only applies insofar as the Principles and Practices apply to Union Central business in force as of the Effective Time that is subject to non-guaranteed element determination and only insofar as such proposed change will affect any New York policyholders of Union Central; moreover, this prior approval requirement only applies for a period of six years following the Effective Time.

(8) Reservation of Rights

No term of this Stipulation shall be construed or interpreted as limiting in any way the rights, remedies or powers of the New York Department, or the applicability of any law, rule or regulation of the State of New York, and the New York Department hereby reserves the right to take any actions it deems appropriate. In entering into this Stipulation, the Bound Parties are not waiving any rights or remedies except to the extent specifically set forth in this Stipulation.

(9) Enforceability

Each Bound Party represents and warrants that this Stipulation is the legal, valid and binding obligation of each of them, enforceable against each of them in accordance with its terms and that no consent of any Person (including any regulatory authority) shall be required in order for this Stipulation to be entered into. The provisions of this Stipulation shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(10) Definitions

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

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") of a Person means the possession, direct or indirect, of the power to vote 10% (ten percent) or more of the Voting Stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Stock, by contract or otherwise.

"Affiliate Transaction" means any business or transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any asset, the rendering of any service, loans or extensions of credit, investments, any insurance or reinsurance treaty or agreement or the transfer of any assets), entered into by one or more Bound Parties with UNIFI MHC or any other Affiliate of UNIFI MHC, or any dividends or distributions paid in respect of Securities by one or more Bound Parties

to UNIFI MHC or any other Affiliate of UNIFI MHC. For the avoidance of doubt, to constitute an "Affiliate Transaction" the business or transaction or series of related transactions must include as parties thereto both (i) one (or more) of Ameritas Acacia MHC (prior to the Effective Date), UNIFI MHC (after the effective Date), Ameritas IHC or Union Central, which are the "Bound Parties" as of the date hereof, or any party which becomes a "Bound Party" following the Effective Date pursuant to Section 1 hereof, and (ii) UNIFI MHC or any other Affiliate of UNIFI MHC, whether or not also a Bound Party.

"Debt" of any Person means (a) all indebtedness of such Person for borrowed money, (b) all Obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (c) any other Obligations of such Person, and (d) all Debt of others referred to in clauses (a) through (c) guaranteed directly or indirectly in any way.

"Obligation" means, with respect to any Person, any payment, performance or obligation of such Person of any kind, including, without limitation, any liability of such Person on any claim, whether or not the right of any creditor to payment in respect of such claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, secured or unsecured.

"Person" means an individual, partnership, corporation (including a business trust), joint stock company, trust, unincorporated association, joint venture, limited liability company or other entity, or a government or any political subdivision or agency thereof.

"Securities" means any stock, whether voting or non-voting, and any Debt that is convertible or exchangeable into stock ("Convertible Debt"), and any warrants, rights or options to acquire such stock or Convertible Debt.

"Voting Stock" means stock issued by a corporation the holders of which are entitled to vote for the election of directors (or persons performing similar functions) of such Person, including, without limitation, any right to vote that shall occur upon the happening of a contingency.

(11) Statutory References

Statutory references to the New York Insurance Law used herein shall be references to such sections of the New York Insurance Law or to any successor provisions or similar provisions which may hereafter be in force.

IN WITNESS WHEREOF, the parties have caused this Stipulation to be executed as of October , 2005.

AMERITAS ACACIA MUTUAL HOLDING COMPANY

UNIFI MUTUAL HOLDING COMPANY

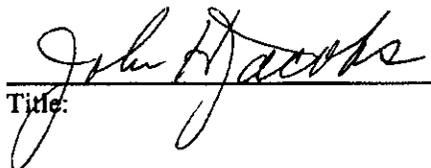
By: Ameritas Acacia Mutual Holding Company, on behalf of itself and on behalf of UNIFI Mutual Holding Company

By: \_\_\_\_\_  
Title:

AMERITAS HOLDING COMPANY

By: \_\_\_\_\_  
Title:

UNION CENTRAL LIFE INSURANCE COMPANY

By:   
Title:

NEW YORK STATE DEPARTMENT OF INSURANCE

By: \_\_\_\_\_  
Title:

Dated: October , 2005