N2- 02-3-

INTRACOMPANY SERVICE AGREEMENT

THIS INTRACOMPANY SERVICE AGREEMENT (the "Agreement") is made and entered into as of February 4, 2000 by and between **CENTRAL UNITED LIFE INSURANCE COMPANY**, a Texas domiciled life insurance corporation ("Central") and **THE MANHATTAN LIFE INSURANCE COMPANY**, a New York domiciled life insurance company ("MLIC") which is an "affiliate" of Central.

WHEREAS, MLIC desires Central to provide certain Administrative Services for MLIC in its insurance operations and contemplates that such arrangement will achieve certain operating economies and improve services; and

WHEREAS, Central is experienced in providing such Administrative Services; and

WHEREAS, MLIC and Central wish to identify the Administrative Services to be rendered to MLIC by Central and to provide a method of determining the charges to be made to MLIC; and

WHEREAS, Central and MLIC wish to assure that all charges for services and the use of Facilities incurred hereunder are reasonable and in accordance with the requirements of New York Insurance Department Regulation No. 33 (11 NYCRR Parts 90 and 91), and to the extent practicable, reflect actual costs and are arrived at in a fair and equitable manner, and that estimated costs, whenever used, are adjusted periodically to bring them into alignment with actual costs; and

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

ARTICLE I
PERFORMANCE OF SERVICES

1.1 Performance of Services.

(a): All underwriting and claims services provided to MLIC are to be based upon written criteria, standards and guidelines of MLIC. MLIC shall have the ultimate and final authority over decisions and policies that include but are not limited to: the acceptance, rejection or canceling of risks; and the payment or non-payment of claims.

(b): Central agrees to perform the services set forth below for MLIC The services shall be performed in such places at such times and for such periods as MLIC may from time to time reasonably request. Both MLIC and Central recognize that MLIC's operations are subject to the requirements of the laws and regulations of the State of New York and agree to abide by these requirements.

1.2 Performance Standards. Central covenants and agrees that when such Administrative Services are performed for or on behalf of MLIC by Central, it will utilize the best of its knowledge, skill and judgment in providing such Administrative Services to MLIC, 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 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.

(b): Compliance with Laws. To comply with all laws applicable to the providing of Administrative Services under this Agreement, including, without limitation, unfair claims practices laws.

1.3 Communications with Policyholders. All communications with policyholders of MLIC shall be in the name of MLIC. Central agrees to establish a toll-free telephone number for responding to inquiries from MLIC policyholders which will be answered "Manhattan Life Insurance Company." All correspondence will be on MLIC letterhead; MLIC will provide check stock for use by Central in payment of claims and refunds of premium for MLIC policyholders.

1.4 Notification. Central shall forward promptly to MLIC 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.

1.5 Records.

(a): Maintenance of Records. Central agrees to maintain all records required by the New York Insurance Law in accordance with New York Insurance Department Regulation 152, including records with respect to claims, applications, rating, underwriting marketing, policies, complaints, finances and producer licensing records. All of such records shall be maintained for the periods required by Regulation 152. All records generated by Central under this Agreement shall be and remain the property of MLIC and shall be returned to MLIC when requested by MLIC and upon termination of this Agreement. 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. MLIC shall, at all times, have complete access to MLIC records maintained by Central.

(b): Other Records and Documents. All books, records, and files established and maintained by Central by reason of their performance under this Agreement that, absent this Agreement, would have been held by MLIC, shall be the property of MLIC, and shall be subject to examination by MLIC and persons authorized by MLIC at all times. Central must be provided with at least one business day's prior notice for any such examination that is not to occur during normal business hours. MLIC may at any time require Central to surrender possession of books, records and files, whereupon Central shall promptly deliver them to MLIC. After such delivery, Central shall have no obligation with respect to the continued maintenance of such books, records and files. Central's sole responsibility after such delivery shall be to assist in facilitating the transfer of such books, records and files. Central is authorized to make all such books, records and files of MLIC readily available to all insurance regulatory agencies for review and examination, and Central and MLIC hereby waive any questions or conflicts of law and submit themselves to New York State jurisdiction for all such matters.

(c): All records must be maintained by Central in accordance with New York Insurance Department Regulation No. 152 (11 NYCRR Part 243). In addition to the foregoing, a computer terminal, which is linked to the electronic system that generates the electronic records that constitute MLIC's books of account, shall be kept and maintained at MLIC's principal office in New York. During all normal business hours, there shall be ready availability and easy access through such terminal (at such principal office, either directly by New York Insurance Department personnel or indirectly with the aid of MLIC employees) to the electronic media used to maintain the records comprising MLIC's books of account. The electronic records shall be in a readable form.

(d): If Central's electronic system that created and maintains such records is to be replaced by a system with which the records would be incompatible, then such pre-existing records shall be converted to a format that is compatible with the new system.

(e): Central shall maintain acceptable backup (hard copy or any other durable medium as long as the means to access the durable medium is also maintained at MLIC's principal office in New York) of the records constituting MLIC's books of account. Such backup shall be forwarded to MLIC on a monthly basis and shall be maintained by MLIC at its principal office in New York.

ARTICLE II
ADMINISTRATIVE SERVICES AND FACILITIES

2.1 Personnel. Central shall make available to MLIC all personnel necessary or appropriate to provide the Administrative Services to MLIC covered under this Agreement.

2.2 Accounting and Financial Management Services.

(a): Financial Management and Accounting. Central shall provide accounting services as may be required, including preparation and maintenance of the financial statements and reports including without limitation, annual statements on a statutory basis and tax returns, and the preparation and processing of the related financial records and transactions of MLIC; provided, however, that the Board of Directors of MLIC shall appoint an independent certified public accountant to satisfy the requirements of New York Insurance Law Section 307(b). Central is authorized to prepare and verify any other documents and reports required by the laws or regulations of the State of New York. Central is further authorized, at the request of MLIC or its attorneys, to represent MLIC as to all matters of taxation growing out of the business of MLIC, whether Federal, State, or otherwise. When requested by MLIC, Central is authorized to retain the services of independent accounting firms or independent law firms to provide accounting or tax services to MLIC.

(b): MLIC shall arrange a bank account or bank accounts with banking institutions selected by MLIC. Central is authorized to deposit therein monies of MLIC or monies payable to MLIC, and to draw checks, drafts or other orders for the payment of money therefrom, signed by two signatories who will be MLIC officers, and to do all things necessary or appropriate with regard thereto. The banking institution shall be either a member of the Federal Reserve System or a New York State chartered Bank. There shall be no co-mingling of the funds of Central with the funds of MLIC in such accounts. A lock box will be established for receipt of all premiums payable to MLIC.

(c): In addition to the financial services outlined above, Central shall provide or arrange financial management services for MLIC with respect to: (a) billing and collections systems; (b) preparation of budgets, rates and rate increase submissions to state authorities; and (c) tax preparation services.

2.3 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 MLIC required to be performed by Central under this Agreement. Central agrees to provide Facilities to MLIC at 5 Waterside Crossing, Third Floor, Windsor, CT 06095.

ARTICLE III
INSURANCE PRODUCT DEVELOPMENT SERVICES

3.1 Underwriting.

(a): Subject to underwriting standards established by MLIC and communicated to Central, Central will provide underwriting services for direct insurance and ceded reinsurance as may be required, including advice to management of MLIC, review of reports rendered by MLIC producers, monitoring and auditing business underwritten on

behalf of MLIC, and assisting in the preparation of documents as needed with respect to direct insurance and ceded reinsurance. MLIC shall at all times have the ultimate and final authority in accepting or rejecting risks involving MLIC insurance policies, to determine to whom MLIC will cede reinsurance, and the terms of any such insurance or reinsurance. Central shall administer the preparation and submission of any reports required by any regulatory authority concerning MLIC's underwriting practices.

(b): Central is authorized on behalf of MLIC to give and receive notices pursuant to the conditions of any contracts, policies, certificates or other written evidences of insurance and reinsurance and renewals thereof, and to signify by endorsements thereon the assent and sanction of MLIC to anything to which such assent and sanction is required. Central is further authorized on behalf of MLIC to ask, demand, attach, sue for recovery and receive all premiums, debts and sums of money that are now or hereafter shall be and become due and payable to MLIC. A lock box will be established for receipt of all premiums payable to MLIC.

(c): When requested by MLIC, Central will administer form and rate filings on behalf of MLIC. Central is authorized on behalf of MLIC to pay the costs associated with the preparation and submission of such filings, to include printing, state filing fees and the costs incurred by Central out of the funds of MLIC.

3.2 Claims.

(a): Central shall provide claims services as may be required by MLIC, including case management services, and the review of claims services, if any, rendered by MLIC producers and managing general agents. MLIC shall at all times have the ultimate and final authority in determining whether to pay or reject payment on claims involving insurance policies issued by MLIC. Central is authorized on behalf of MLIC to retain the services of independent law firms in connection with the defense of claims, including declaratory judgment actions, concerning MLIC policies. Central is further authorized on behalf of MLIC to pay the charges of such firms out of the funds of MLIC.

At all times Central is providing claims processing and payment services, Central will take steps to assure the stationary will be used and telephone inquiries will be answered in the name of the MLIC, generically (for example, "claim department").

(b): Central is authorized on behalf of MLIC to give and receive notices pursuant to the conditions of any contracts, policies, certificates or other written evidences of insurance and reinsurance and renewals thereof, and to signify by endorsements thereon the assent and sanction of MLIC to anything to which such assent and sanction is required. Central is further authorized to ask, demand, attach, and receive all premiums, debts and sums of money that are now or hereafter shall be and become due and payable to MLIC, and to receive and adjust any claim that may be made against MLIC. A lock box will be established for receipt of all premiums payable to MLIC. If there is a claim adjustment or negotiated settlement of a claim, it must be adjusted or settled by MLIC.

(c): Central agrees that during the term of this Agreement it shall obtain and maintain in effect all licenses and permits required by applicable law to perform its obligations under this Agreement.

3.3 Reinsurance. Subject to the provisions of Section 3.1 above, Central is authorized to execute as attorney for MLIC, reinsurance or retrocession contracts with any authorized insurance corporation or association.

ARTICLE IV
OTHER SERVICES

4.1 Marketing. Central is authorized to provide or arrange for MLIC marketing services with respect to: (a) preparation of literature, handbooks, and advertisements; (b) joint promotional efforts with affiliated or third parties.

4.2 Agency Development. Central shall be authorized to appoint producers and to revoke the appointment of such producers and to provide any reports required of MLIC in connection with the appointment of such producers. Central is authorized to pay any appointed producer's licensing fees out of MLIC funds.

4.3 Planning. Central shall as and when required by MLIC provide or arrange for MLIC planning services with respect to market studies and preparation of necessary applications to regulatory agencies.

4.4 Purchasing. Central shall as and when required by MLIC consult with MLIC or provide services to MLIC regarding the purchase and development of a centralized purchasing system in conjunction with Central and MLIC subsidiaries and affiliates.

4.5 Personnel Services. Central shall as and when required by MLIC consult with MLIC or provide services to MLIC regarding employee recruitment and other personnel matters.

4.6 Information Systems, EDP and Reporting.

(a): Central shall as and when required by MLIC consult with MLIC or provide services to MLIC regarding the general development of useful informational systems and reports for management or regulatory authorities.

(b): Subject to the terms (including any limitations and restrictions) of any applicable software or hardware licensing agreement then in effect between Central or its

affiliates and any licensor. Central shall, upon termination of this Agreement, grant to MLIC a perpetual license, without payment of any fee, in any electronic data processing software developed by or used by Central or its affiliates in connection with the services provided to MLIC hereunder, provided that such software is not commercially available and is necessary, in MLIC's reasonable judgment, for MLIC to perform, subsequent to termination of this Agreement, the functions performed by Central hereunder.

(c): All records will be maintained by Central in accordance with New York Insurance Department Regulation No. 152 (11 NYCRR Part 243).

4.7 Legal Proceedings. Central shall provide or arrange to provide to MLIC legal assistance. Central is authorized to appear before all courts, consuls and officers or tribunals to acknowledge all such documents that Central have executed by virtue of this Agreement as and for the act and deed or acts and deeds of MLIC and generally to do, perform and execute all such further and other acts, matters and things in the premises as may be necessary or expedient. Central is authorized to retain the services of independent law firms to represent MLIC in connection with MLIC operations and to pay the fees of such firms out of MLIC funds.

4.8 Government and Public Relations. Central shall consult with MLIC regarding: (a) communications with local, state, and federal government legislative and regulatory bodies; and (b) assistance with communicating with the media and public-at-large.

4.9 Leases. Central, with MLIC prior written approval, may execute and deliver any lease or leases, and sign any notices or writings that may be requisite for the purposes aforesaid on any of them.

4.10 Scope. All services to be provided hereunder may be performed within or without the State of New York as reasonably required to service the insurance business of MLIC. Central is authorized to take all such actions as may be necessary to effectuate and carry out the terms and provisions of this Agreement.

ARTICLE V
COMPENSATION

5.1 Basic Compensation. In consideration of the personnel and Administrative Services furnished by Central to MLIC under this Agreement, MLIC agrees to pay Central the actual cost of providing services in compliance with New York Insurance Department Regulation 33 (11 NYCRR Parts 90 and 91).

5.2 Statements. On or before the fifteenth day after the end of each calendar quarter during the term of this Agreement, Central will provide MLIC a statement of fees and expenses for Administrative Services rendered by Central to MLIC during the preceding calendar quarter, which shall be paid by MLIC 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, and such estimated amounts shall be reconciled with actual fees and expenses determined by Central on or before February 15 in each calendar year for the prior calendar year, and the estimated amounts shall be adjusted to actual costs and expenses.

5.3 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 MLIC. Expenses incurred and payment received by the parties shall be allocated in conformity with customary insurance accounting practices consistently applied and in conformity with Section 1505 of the New York Insurance Law and Regulation 33 of the New York Department of Insurance. MLIC may, within sixty (60) days of the submission of any quarterly billing statement furnished MLIC by Central, audit such statement for the purpose of determining whether amounts charged to MLIC are appropriately chargeable to MLIC. Central shall cooperate with MLIC in connection with any such audit, which shall be completed within sixty (60) days after its initiation. If such audit indicates the need for any adjustment of the amounts charged by Central to MLIC, MLIC shall propose to Central, in writing, any adjustments deemed appropriate, and the reasons therefor, supported in reasonable detail, and tender to 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 MLIC a fair and equitable resolution of such dispute: if such resolution cannot be reached between Central and MLIC, the dispute shall be resolved by the independent public accountants for MLIC, whose decision shall be final and binding upon the parties. Any statement (or part thereof) not disputed as to correctness by MLIC (or as to which an audit has not been completed) within the applicable sixty (60) day period provided in this Section 5.3 shall thereafter be conclusively deemed correct for all purposes.

ARTICLE VI
TERM AND TERMINATION

6.1 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 either of the parties hereto in the manner set forth in Section 6.3.

6.2 Termination. This Agreement may be terminated as follows:

(a): By Central. Central may terminate this Agreement at any time upon one hundred and eighty (180) days' prior written notice to MLIC.

(b): By MLIC. MLIC may terminate this Agreement at any time upon one hundred and eighty (180) days' prior written notice to Central.

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

6.3 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 MLIC; 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 VI
INABILITY TO PERFORM SERVICES; ERRORS

7.1 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 MLIC 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.

6.2 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 MLIC or otherwise.

ARTICLE VIII
INDEMNIFICATION

8.1 Indemnification.

(a): Central agrees to indemnify and hold harmless MLIC 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, "MLIC 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.

(b): MLIC 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 MLIC during the term of this Agreement; (ii) any other negligent act or willful misconduct committed by any officer, agent or employee of MLIC during the term of this Agreement; (iii) any failure by MLIC to comply with applicable laws, rules and regulations during the term of this Agreement; or (iv) the following by Central of MLIC'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 MLIC who is also an officer, agent or employee of Central, then the right to indemnification provided in this Section 8.1(b) shall not apply.

8.2 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.

8.3 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 8.1(a) hereof or a MLIC Loss with respect to which MLIC may be entitled to indemnification pursuant to Section 8.1(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 MLIC 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 loss reduction if such notice had 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 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 8.3, with its own counsel and at its own expense.

(e): Except as provided in the first sentence of paragraph (b) of this Section 8.3, 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 MLIC shall make 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.

8.4 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 IX
MISCELLANEOUS

9.1 Scope of Agreement. This Agreement constitutes an agreement by Central to provide certain personnel and certain Administrative Services to MLIC, 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 MLIC. The power to direct the management of the business and policies of MLIC shall, at all times, remain with the Board of Directors and, to the extent delegated by such board, by the designated officers of MLIC. 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 MLIC.

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

9.3 Licensing. Central hereby represents and warrants to MLIC that it has all licenses, qualifications, and other authorizations necessary to provide the Administrative Services to or on behalf of MLIC. 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 MLIC. Central agrees to provide MLIC with copies of any such documents upon request.

9.4 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 MLIC, on the other hand.

9.5 Confidentiality of Proprietary Information. Central acknowledges and agrees that, during the term of this Agreement, MLIC and its agents, employees and representatives may obtain or have access to certain information that may be deemed proprietary and confidential by Central. Likewise, MLIC 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 MLIC. 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.

9.6 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 the substance of the invalid, illegal or unenforceable provision.

9.7 Entire Agreement. This Agreement constitutes 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.

9.8 Assignment. This Agreement shall not be assignable or otherwise transferable by Central, on the one hand, or by MLIC 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 MLIC. Subject to the foregoing, this Agreement shall inure to the benefit of the legal successors and assigns of the parties hereto.

9.9 Change in Status. Central shall notify MLIC 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.

9.10 Amendments and Waivers. This Agreement may not be 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. Any amendment to this Agreement will be filed with the New York Insurance Department.

9.11 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.

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

9.13 Non-Exclusivity. MLIC reserves the right to contract with third parties to provide some or all of the services that are the subject of this Agreement.

9.14 Arbitration. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall be settled by arbitration is accordance with the commercial Arbitration rules of the American Arbitration Association and the Expedited Procedures thereof, and judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. Unless otherwise agreed to by the parties, the arbitration shall take place in New York, New York. A party to this Agreement may invoke this arbitration provision by giving written notice to the other party of its intent to arbitrate at least thirty (30) days before any arbitration proceeding may be demanded. If after said thirty (30) day period a mutually agreed solution is not achieved, then either party may demand that the dispute(s) in question be arbitrated. The arbitration will be conducted by a single arbitrator chosen by the parties in accordance with the above rules. The Arbitrator shall be an active or retired executive officer of a life insurance company. In no event shall any demand for arbitration be made after the date on which the legal or equitable claim would be barred by the applicable statute of limitations nor shall any arbitrator have the jurisdiction, power of authority to award any damages excluded under this Agreement or otherwise not available in the court with jurisdiction.

9.15 Contact Person. The contact person for MLIC is Dan George, President. The contact person for Central is David Harris, CEO.

9.16 Reports. Financial and administrative reporting will be provided by Central to MLIC on a quarterly basis.

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

THE MANHATTAN LIFE INSURANCE COMPANY

By: _____
Name: DANIEL GEORGE
Title: PRESIDENT

1016310v2

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

December 19, 2000

Mr. John R. Murphy
Stroock & Stroock & Lavan, LLP
180 Maiden Lane
New York, NY 10038-4982

Re: Service Agreement between The Manhattan Life Insurance Company ("MLIC") and Central United Life Insurance Company ("Central") – Our File No. 26946

Dear Mr. Murphy:

We have completed our review of the captioned Service Agreement ("the Agreement") submitted pursuant to Section 1505(d) of the New York Insurance Law ("NYIL"). The Agreement was originally submitted to the Department along with the Application for Approval of the Acquisition of Control of Manhattan Life by Connecticut Re. The Service Agreement was subsequently revised and finally resubmitted on November 2, 2000. The effective date of the Agreement is February 4, 2000. Connecticut Re was subsequently renamed "Manhattan Insurance Group, Inc".

Under the terms of the Agreement, Central will provide the following services on behalf of MLIC:

1. Underwriting;
2. Policyholder services;
3. Policy form and rate filings;
4. Claim services;
5. Execution of reinsurance ceded contracts;
6. Administration and oversight of marketing and sales activities;
7. Accounting services;
8. Preparation and filing of financial statements and reports;
9. Payroll and human resources services;
10. Legal services and compliance programs;
11. Investment management services;
12. Data processing and management of information systems and support services

We note that the agreement does not include a provision whereby Central would execute contracts, on behalf of MLIC, for reinsurance assumed. Therefore, Central may not enter into such contracts, on behalf of MLIC, pursuant to this agreement.

We also note that Central will perform all administrative services on behalf of MLIC. Therefore, MLIC is reminded that, in accordance with Section 1507 of the NYIL, the Company's operations must be conducted in a manner that ensures its separate operating identity, including communications with policyholders, whether oral or written. Communications to New York policyholders, may not make any reference to Central, which is not licensed in the State of New York.

Based upon our review of your submission, and in reliance upon the facts and representations contained therein, we have no objection to the implementation of the agreement.

To complete our file, kindly submit an executed copy of the agreement.

Very truly yours,

NEIL D. LEVIN
Superintendent of Insurance

By: Karen Fazio
Karen Fazio
Supervising Insurance Examiner
Life Bureau