IN THE MATTER OF:

UNION NATIONAL LIFE INSURANCE COMPANY,
UNITED INSURANCE COMPANY OF AMERICA, AND
THE RELIABLE LIFE INSURANCE COMPANY
_____/

REGULATORY SETTLEMENT AGREEMENT

This is a settlement agreement (the "Regulatory Settlement Agreement") between Union National Life Insurance Company ("Union National"), United Insurance Company of America ("United"), and The Reliable Life Insurance Company ("Reliable") (hereinafter referred to collectively as the "Companies") and the Illinois Department of Insurance (the "Primary Regulatory Negotiator") for and on behalf of the Insurance Regulators of each of the states in the United States and the District of Columbia adopting this Regulatory Settlement Agreement.[1]

This cause came on for consideration upon the following:

1. On April 26, 2000, the Illinois Department of Insurance began an Examination into industrial and small face amount life insurance policies and accident insurance policies issued by the Companies and has engaged in an extensive investigation of these products.

2. That investigation indicates that in some cases, industrial and small face amount life insurance policies and accident insurance policies were sold to African-

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[1] All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Stipulation of Settlement between and among Plaintiffs' in James Williams, et al. v. United Insurance Company of America, et al., No. CV 01-930, Circuit Court of Jefferson County, Alabama (Bessemer Division) (the "Action"), in their individual and representative capacities, and Union National Life Insurance Company, United Insurance Company of America and The Reliable Life Insurance Company dated January 7, 2002.

Americans and other minorities with higher premiums than those charged to Caucasians, a common but regrettable historic practice.

3. Many instances exist where the disparate treatment was never corrected and is still in force across the nation, with different premiums still being collected, and death benefits not appropriately adjusted.

4. In the course of our investigation it was revealed that, in some instances in which an insured was covered by multiple inforce life insurance policies issued by the Companies, the beneficiaries of such policies had not received payment of all death benefits under all of such policies ("Unclaimed Benefits").

5. As several other states have initiated information gathering and investigations, it is desirable to coordinate state regulatory efforts to provide consistent and fair treatment for affected policyholders, and to address the problem in an efficient and expedited manner.

6. To that end, the members of the National Association of Insurance Commissioners (hereinafter "NAIC"), as the chief insurance regulatory officials of their respective jurisdictions, have jointly agreed to work with the Illinois Insurance Director, and Insurance Commissioners for the States of Texas, Florida, Louisiana and Missouri (the "Primary Regulatory Working Group"), and in consultation with other regulators, to effectuate this Regulatory Settlement Agreement.

IT IS HEREBY STIPULATED AND AGREED:

I. INTRODUCTION:

A. This Regulatory Settlement Agreement was negotiated as part of a global settlement of all regulatory violations alleged or which may be alleged regarding:

(*i*) the race based underwriting, sales, pricing and policy benefit practices of the Companies prior to the date on which this Regulatory Settlement Agreement is accepted by the Companies; (*ii*) the conduct of the Companies in the handling of death claims and proofs of loss with respect to specified Unclaimed Benefits; and (*iii*) all civil claims asserted against the Companies and disposed of by the Stipulation of Settlement (attached hereto as Exhibit 1) in the Action.

1. This Regulatory Settlement Agreement is expressly conditioned upon the adoption of and compliance with the terms of the Stipulation of Settlement by each of the Companies. Any material breach of this Regulatory Settlement Agreement or any material breach of the Stipulation of Settlement relating to the payment or provision of benefits to Class Members by the Companies shall constitute and be deemed to be a violation of an Order of the Domiciliary Insurance Regulator of the individual Companies or Company to whom the violation is attributable, or as a violation of an Order of the Insurance Regulator of any Participating State with jurisdiction over the violation.

2. The Companies are entitled to written notice of any material breach that would constitute a violation of an Order of the Domiciliary Insurance Regulator or a violation of an Order of the Insurance Regulator of any Participating State with jurisdiction over the violation. The Companies shall have 20 days from the date of receipt of such notice in which to cure any such violation or in which to object in writing to the allegation of material breach. Any enforcement action or notice initiated by an Insurance Regulator subject to this Section I.A. shall be mutually

independent and free of any precondition or requirement that notice be initiated or enforcement action be taken by any other Insurance Regulators, including the Domiciliary Insurance Regulator.

3. The Companies are represented by counsel and have been advised of their rights to hearing, administrative review and due process under the applicable laws and regulations of the State of Illinois, as well as with respect to their right to an administrative hearing, administrative review and due process in any state that executes a Consent Order adopting this Regulatory Settlement Agreement and hereby waive all such rights.

II. REGULATORY ENHANCEMENT AND SANCTIONS

A. An amount of $1 million (the "Regulatory Enhancement Amount") shall be paid by the Companies as follows:

1. The Class Members receiving Premium-Paying Relief Amounts under Sections III.A., B and C of the Stipulation of Settlement and the Class Members who received Unclaimed Benefits relief shall be entitled to a per policy share of the Regulatory Enhancement Amount.

2. The Companies shall make payment of the Regulatory Enhancement Amount so allocated no later than the date on which the Companies pay the Cash Refund Amounts pursuant to Section III.C of the Stipulation of Settlement.

B. An amount of $1.25 million (the "Allocated Sanction Amount") shall be paid by the Companies as follows:

1. The Companies shall pay each state, including the District of Columbia, that executes a Consent Order (those state insurance regulators executing

Consent Orders shall hereinafter be referred to as "Participating State" or "Participating States") their respective Allocated Sanction Amount as set forth in Exhibit 2.[2] The Companies shall pay each Participating State its respective Allocated Sanction Amount after receipt of the Participating State's executed Consent Order adopting this Regulatory Settlement Agreement, such payment being made by the Companies within 30 days of the date on which the Companies receive written instructions from such Participating State concerning how such payment shall be made.

2. The Allocated Sanction Amount payable to each Participating State, to be set forth by Exhibit 2, shall be based on the final database of policies agreed to by the actuaries for the Companies and the Primary Regulatory Negotiator. The database shall reflect, amongst other things, the policyholders' record state of residence for all policies eligible for any form of class settlement relief with the sole exception of those policies issued on or after January 1, 1974 by Southern Life and Health Insurance Company. The Allocated Sanction Amount for each Participating State shall be calculated by first assigning to each State having any eligible policy(s) of record a minimum Allocated Sanction Amount of $1,000.00. The aggregate value of all minimum Allocated Sanction Amounts shall then be deducted from the total Allocated Sanction Amount of $1.25 million; and the remaining balance shall be allocated to each State in the same proportion that its number of eligible policy(s) of record bears

[2] The Companies agree that Exhibit 2 shall be prepared by the Primary Regulatory Working Group (Illinois, Texas, Florida, Louisiana and Missouri) upon completion of the actuarial data required for the exhibits to the Stipulation of Settlement.

to the total number of policies eligible for settlement benefits in all States. Allocated Sanction Amounts so calculated by Exhibit 2 shall be payable only upon a State becoming a Participating State by executing the required Consent Order.

3. To the extent that one or more states do not execute a Consent Order in connection with this Regulatory Settlement Agreement, the Companies shall not be obligated to pay such state(s) its Allocated Sanction Amount, and the Allocated Sanction Amount that would otherwise be due such state(s) shall be retained by the Companies, and the Companies' obligation to pay that portion of the Sanction Amount under this Regulatory Settlement Agreement shall be extinguished.

C. The payments made pursuant to this Section II shall be in addition to any and all relief that will be paid or provided to Class Members pursuant to the Stipulation of Settlement. The Regulatory Enhancement Amount and the Allocated Sanction Amount shall not be used as a basis for the calculation of Attorneys' Fees and Expenses under the Stipulation of Settlement.

III. REGULATORY RESOLUTION

As to civil or administrative causes, actions, claims, damages, fines, sanctions and losses and demands that arise from acts or omissions related to the subject matter of the Stipulation of Settlement, the Participating States release and forever discharge the Companies from all liability under the insurance and related anti-discrimination laws and regulations of each Participating State related to the marketing, solicitation, application, underwriting, race-based pricing, benefit payment, acceptance, sale, purchase, operation, retention, administration debit or home service collection, servicing or replacement (by means of surrender, partial surrender, loans respecting,

withdrawal of value from and/or termination of any life insurance policy) involving the life insurance policies and accident insurance policies sold, issued, assumed or administered by the Companies prior to the date this Regulatory Settlement Agreement is executed, as well as any obligation to pay death or endowment benefits on Unclaimed Benefits for which relief is provided under Exhibit L of the Stipulation of Settlement. With respect to the issue of Unclaimed Benefits, this release extends only to those policies listed on Exhibit L of the Stipulation of Settlement. This release does not extend to the issue of premiums exceeding face values.

IV. MODIFICATION OR TERMINATION OF THIS AGREEMENT

A. This Regulatory Settlement Agreement may not be altered or modified except by written instruction executed by the Companies and by the Primary Regulatory Negotiator.

B. The Companies, in consultation with Lead Counsel and the Primary Regulatory Negotiator, may implement the terms of this Regulatory Settlement Agreement after entry of the Final Judgment and Order Approving Settlement, but before the Final Settlement Date, in which case all provisions in this Regulatory Settlement Agreement that specify actions to be taken on or after the Final Settlement Date shall, to the extent necessary, be deemed to provide that those actions shall be taken on or after the date on which the Companies elect to implement the Regulatory Settlement Agreement.

C. This Regulatory Settlement Agreement may be terminated as to any individual party at the sole option and discretion of that party if: (*i*) the Court, or any appellate court(s), rejects, modifies or denies approval of any portion of the Stipulation of Settlement that the terminating party in its (or their) sole judgment

and discretion determine(s) is material, including, without limitation, the terms of relief, the findings of the Court, the provisions relating to notice, the definition of the Class and/or the terms of the Release; or (*ii*) the Court, or any appellate court(s), does not enter or completely affirm, or alters or expands, any portion of the Final Judgment or Order Approving Settlement, or any of the Court's findings of fact or conclusions of law as proposed by Defendant's Counsel and Lead Counsel, that the terminating party in its (or their) sole judgment and discretion determine(s) is material.

D. This Regulatory Settlement Agreement may be terminated at the sole option of the Companies if:

1. Within 45 days of the execution of this Regulatory Settlement Agreement by the Primary Regulatory Negotiator, the 10 states having the highest total direct written premium for the Companies in the aggregate, as reported at Schedule T, page 93 of their respective 2000 Annual Statements, do not become Participating States as provided by Section V.A.2 below; or

2. Any state attorney general or regulatory or administrative authority institutes a proceeding against the Companies arising out of or otherwise related to the subject matter of the Regulatory Settlement Agreement.

E. In the event of termination, the terminating party must exercise the option to withdraw from and terminate this Regulatory Settlement Agreement, as provided in Sections IV.C and IV.D above, by providing prompt written notice to the other party of the event triggering the termination.

F. If an option to withdraw from and terminate this Regulatory Settlement Agreement arises, the parties to the Regulatory Settlement Agreement will not be required for any reason or under any circumstance to exercise that option and any exercise of that option shall be made in good faith.

G. If this Regulatory Settlement Agreement is terminated pursuant to Sections IV.C, IV.D, and/or V.A then:

1. this Regulatory Settlement Agreement shall be null and void and shall have no force or effect, and no party to this Regulatory Settlement Agreement shall be bound by any of its terms, except for the terms of this Section IV.G;

2. this Regulatory Settlement Agreement, all of its provisions, and all negotiations, statements and proceedings relating to it shall be without prejudice to the rights of the Companies or of any Insurance Regulator, all of whom shall be restored to their respective positions existing immediately before the execution of this Regulatory Settlement Agreement;

3. the Companies and their current and former directors, officers, employees, agents, attorneys and representatives expressly and affirmatively reserve all defenses, arguments and motions as to all claims that have been or might later be asserted in connection with the subject matter of this Regulatory Settlement Agreement; and

4. any Consent Order entered after the date of this Regulatory Settlement Agreement will be deemed vacated and will be without any force or effect.

V GENERAL MATTERS AND RESERVATIONS

A. The obligation, although not the ability, of the Parties to conclude the proposed settlement is and will be contingent upon each of the following:

1. acceptance of this Regulatory Settlement Agreement by the Companies' respective Boards of Directors;

2. within 45 days of the execution of this Regulatory Settlement Agreement by the Primary Regulatory Negotiator, the execution of Consent Orders by Insurance Regulators for the 10 states having the highest total direct written premium for the Companies, in the aggregate, as reported at Schedule T, page 93 of their respective 2000 Annual Statements;

3. entry by the Court of a Final Judgment and Order Approving Settlement in the Action, from which order the time to appeal has expired or that has remained unmodified after any appeal(s); and

4. any other conditions stated in this Regulatory Settlement Agreement.

B. The Parties and their counsel agree to keep the existence and contents of this Regulatory Settlement Agreement and all related negotiations confidential until the date of the first public announcement by any one of the Companies; *provided however*, that this Section shall not prevent earlier disclosure of such information to regulators, rating agencies, financial analysts, or any other person or entity (such as experts, courts, and/or Administrators) to whom the parties agree disclosure must be made to effectuate the terms and conditions of this Regulatory Settlement Agreement.

C. By execution of the Regulatory Settlement Agreement, the Companies do not intend to release any claim against any insurer for any cost or expense hereunder.

D. The Primary Regulatory Negotiator represents that it is authorized to negotiate this Regulatory Settlement Agreement on behalf of the State of Illinois and the Insurance Regulators of each of the other forty-nine states and of the District of Columbia. The Primary Regulatory Negotiator acknowledges that the Companies are entering this Regulatory Settlement Agreement in reliance on the fact that the Primary Regulatory Negotiator is authorized to negotiate on behalf of the Insurance Regulators of each of the fifty states in the United States and of the District of Columbia.

E. The undersigned represents that he is authorized to enter into this Regulatory Settlement Agreement on behalf of the Companies.

F. All parties agree that no parol or other evidence may be offered to explain, construe, contradict or clarify its terms, the intent of the parties or their counsel, or the circumstances under which the Regulatory Settlement Agreement was made or executed.

G. This Regulatory Settlement Agreement, with its exhibits, sets forth the entire agreement among the parties with respect to its subject matter, and it may not be altered or modified except by written instruction executed by the Companies and by the Primary Regulatory Negotiator, or by written instruction executed by the Companies and by the appropriate Participating State. The parties expressly acknowledge that no other agreements, arrangements or understandings not expressed in this Regulatory Settlement Agreement exist among or between them which alters or affects the terms described herein.

H. Any action or proceeding to enforce the provisions of Section II of this Regulatory Settlement Agreement brought by any Participating State shall be

governed by the laws and regulations of such Participating State. In all other respects, this Regulatory Settlement Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Illinois, without regard to the law of any other state whose law might otherwise apply under Illinois' conflict of laws principles.

I. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Regulatory Settlement Agreement or by order of court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section, "legal holiday" includes New Year's Day, Birthday of Martin Luther King, Jr., Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day and any other day appointed as a holiday by the President or the Congress of the United States or by any of the states adopting this Regulatory Settlement Agreement.

J. In no event shall the Regulatory Settlement Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as or deemed to be evidence of any kind in the Action, any other action, or any judicial, administrative, regulatory

or other proceeding, except a proceeding to enforce this Regulatory Settlement Agreement. Without limiting the foregoing, neither this Regulatory Settlement Agreement nor any related negotiations, statements or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including but not limited to the Companies, or as a waiver by the Companies of any applicable defense, including without limitation any applicable statute of limitations or statute of frauds.

K. The Companies neither admit nor deny violation of any applicable provision of any state insurance code.

L. Except for the provision or payment of benefits to Class Members pursuant to the Stipulation of Settlement (which shall be deemed supplemental benefits under the applicable life insurance or accident policies), neither this Regulatory Settlement Agreement nor any of the relief to be offered under the proposed settlement shall be interpreted to alter in any way the contractual terms of any Policy or to constitute a novation of any insurance policy.

M. The Parties, their successors and assigns, and their attorneys undertake to implement the terms of this Regulatory Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Regulatory Settlement Agreement.

N. It is the intention of the Companies in signing the Stipulation of Settlement and the Regulatory Settlement Agreement not to preclude inclusion of such Policies identified by ongoing actuarial work by the Companies or the Primary Regulatory Negotiator. Such policyholders will be included as Class Members entitled to

notice if required by the Primary Regulatory Negotiator prior to the time at which it is no longer possible to comply with the need to give notice to Class Members pursuant to the Stipulation of Settlement. The Companies agree that the Fairness Hearing under the Stipulation of Settlement will not be held within the 110 day period immediately following the date on which this Regulatory Settlement Agreement is executed.

O. This Regulatory Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original.

P. With respect to any and all written documents with respect to which the Primary Regulatory Negotiator has reserved the right to review and approve such documents, the Primary Regulatory Negotiator represents that it has reviewed such documents and that such documents should be deemed approved pursuant to this Regulatory Settlement Agreement; *provided however*, that the Primary Regulatory Negotiator reserves the right to review the Companies distribution of Notice Cards to community centers, churches, shopping facilities and/or such other public places believed to be frequented by Class Members, reasonably in advance of such efforts.

Q. The Companies enter into this Regulatory Settlement Agreement with the Illinois Department of Insurance acting as Primary Regulatory Negotiator. The terms of this Regulatory Settlement Agreement shall be binding on the Companies, the Primary Regulatory Negotiator and on the Insurance Regulator of any state, or the District of Columbia, that executes a Consent Order, as Parties.

R. The intent of the Parties is that this Regulatory Settlement Agreement and the Stipulation of Settlement shall be liberally construed to effectuate their remedial purposes.

[SIGNATURE PAGE FOLLOWS]

Agreed to as of the 2nd day or May, 2002.

By: _____
NATHANIEL S. SHAPO, DIRECTOR OF INSURANCE OF THE STATE OF ILLINOIS AND PRIMARY REGULATORY NEGOTIATOR

APPROVED AND AGREED TO BY AND ON BEHALF OF UNION NATIONAL LIFE INSURANCE COMPANY, UNITED INSURANCE COMPANY OF AMERICA, AND THE RELIABLE LIFE INSURANCE COMPANY

By: _____
AUTHORIZED REPRESENTATIVE OF THE COMPANIES
Don M. Royster, Sr., President

[redacted]