

PART F: DISCONTINUANCE OF CONTRACT

21. **Discontinuance and Effective Dates.** On written notice to Ameritas Life, the Policyholder may elect to discontinue this Contract, as of a date to be stated in such notice, provided Ameritas Life receives such notice on or before such date. Otherwise, the date of discontinuance will be the date Ameritas Life receives such notice. If this Contract is discontinued, the provisions set forth in Section 22 will apply.

Ameritas Life has the right to discontinue or terminate this contract and pay the Funding Agreement Account balance to the Policyholder pursuant to Section 22 upon the occurrence of one or more of the following events:

- 1) A cancellation or termination of the Plan or a merger of the Plan with another plan;
- 2) An amendment to the Code or the issuance of an announcement or regulation concerning the Code that makes it necessary to terminate the Contract;
- 3) A regulation or statute is enacted or amended that adversely affects the continuation of the Funding Agreement;
- 4) The Trustee or Trust Administrator breaches the Contract or advises Account Owners to withdraw or not place deposits in the Funding Agreement Option;
- 5) The Plan or its investment offerings are altered in such a way that adversely affects the deposits or withdrawals from the Funding Agreement, including but not limited to the addition to the Plan of a stable value fund, a money market fund or other investment option that invests primarily in investment contracts or short to medium term bonds.

Ameritas Life shall give written notice to the Policyholder of discontinuance of this Contract pursuant to the occurrence of one of the above events and the effective date of the termination shall be 10 business days following the date of the notice.

22. **Discontinuance or Non-Qualified Withdrawal by Policyholder.** If this Contract is discontinued in accordance with Section 21, or in the event the Policyholder requests non-qualified withdrawals, the value of the Funding Agreement Account or the amount of the withdrawal, as the case may be, will be subject to a liquidity charge. The liquidity charge will be equal to the amount withdrawn (or transferred) multiplied by one minus one-hundredth of the price of a bond with the following characteristics; a specified term to maturity; yield rate equal to the 5 year US Treasury Note plus a specified spread less the current expense charges; and a coupon rate derived from the interest rate currently applicable to the funds held in the Funding Agreement Account. The Liquidity Charge will be applied to and deducted from the amounts withdrawn. The Liquidity Charge will not increase the amount payable on any withdrawal.

In the event of discontinuance of the Funding Agreement Ameritas Life reserves the right to defer payment of the Funding Agreement Account for a period of up to ninety (90) days from the date the termination notice is sent or received. Payment may be deferred in the event regular banking activities have been suspended by State or Federal authorities, a national securities exchange is closed for trading (except for normal holiday closings) or the Securities and Exchange Commission has determined that a state of emergency exists which may make such payment impractical. In the event of such deferral, interest will be credited in accordance with this Agreement during the period of deferral and the Liquidity Charge will be determined as of the date the withdrawal is actually distributed.