

GLOBAL RESOLUTION AGREEMENT

This Resolution Agreement sets forth the terms and conditions intended to resolve the ongoing unclaimed property audit that Verus Financial LLC (“Verus”) is conducting of Prudential Financial, Inc. and its predecessors, successors, and assigns and subsidiaries, including the Prudential Insurance Company of America, Pruco Life Insurance Company, Pruco Life Insurance Company of New Jersey, Prudential Retirement Insurance and Annuity Company, and Prudential Annuities Life Assurance Corporation (formerly known as America Skandia Life Assurance Corporation) (“Prudential” or the “Company”) on behalf of the states identified in the attached **Schedule A** (the “Participating States”).

WHEREAS, during the course of the audit, Verus, on behalf of the Participating States, has identified what it considers to be Proceeds that are required to be reported and remitted to the Participating States;

WHEREAS, the Company disputes that some of the Proceeds identified by Verus should be considered subject to reporting and remittance to the Participating States;

WHEREAS, the Company has fully cooperated with the Participating States and Verus by making its books and records available for examination, and its personnel and agents available to assist as requested by the Participating States and Verus, and maintains that at all times relevant to this Agreement, the Company and its officers, directors, employees, agents, and representatives, acted in good faith and in a manner they believed to be in the best interest of the Company’s policy holders and contract owners;

WHEREAS, Prudential maintains that it has robust policies and procedures in place to ensure payment of valid claims to beneficiaries and to report and remit unclaimed property to

Participating States in accordance with each Participating State's Unclaimed Property ("UP") Laws;

WHEREAS, Prudential represents that, in anticipation of a potential demutualization, it undertook efforts beginning in 1998 to update policyholder information to provide them with notice of the potential reorganization and, in furtherance of those efforts, hired a vendor to conduct an extensive address research project through which the addresses for Prudential's intermediate and weekly policies ("IWP") were updated by reference to the Social Security Death Master File ("DMF");

WHEREAS, through this demutualization research, Prudential represents that it ultimately discovered 26,000 deceased IWP policyholders, and that it paid or remitted to the states \$49 million in death benefits and interest for which no claim had been made previously;

WHEREAS, beginning in 2002, Prudential represents that it undertook an initiative to systematically cross-check its in-force individual life and individual annuity files against the DMF, and created the Prudential claim file for quarterly cross-checks of claims-made against its various lines of business, resulting in the discovery of over 107,000 previously unreported individual life and annuity claims and the payment or remittance of approximately \$370 million in death benefits and interest;

WHEREAS, beginning in 2003, Prudential represents that it began periodic checks against the DMF annual updates of its group life insurance files for which it provided record-keeping services;

WHEREAS, Prudential represents that it has continued to perform periodic checks, no less than annually, of its individual life insurance files, individual annuity files, and group life insurance files for which Prudential provides record-keeping services, against the DMF annual

updates, resulting in the discovery and payment or remittance of certain death benefits for which no claim had been made previously;

WHEREAS, disputes have arisen between the Parties hereto with regard to the Company's obligation to report and remit certain Proceeds pursuant to the Participating States' UP Laws; and

WHEREAS, the Company denies any wrongdoing or activities that violate any applicable laws of a Participating State or any other applicable laws and, further, denies any liability related to the disposition of unclaimed or other property, but in view of the complex issues raised and the probability that long-term litigation and/or administrative proceedings would be required to resolve the disputes between the Parties hereto, the Company and the Signatory States desire to resolve differences between the Parties as to the interpretation and enforcement of UP Laws and all claims that the Signatory States have asserted:

NOW, THEREFORE, the Parties agree as follows:

1. Definitions. Solely for purposes of this Agreement, capitalized terms have the meanings set out below:

- (a) **"Agreement"** means the Resolution Agreement entered into among the Signatory States and the Company, which is also signed by Verus as the authorized third party auditor for the Signatory States.
- (b) **"Annuity Contract"** means a fixed or variable annuity contract, other than a fixed or variable annuity contract issued (1) in connection with an employment-based plan subject to the Employee Retirement Income Security Act of 1974 or (2) to fund an employment-based retirement plan where the life insurer is not

committed by the terms of the annuity contract to pay death benefits to the beneficiaries of specific plan participants.

- (c) **“Audit”** means the unclaimed property audit that Verus has been conducting on the Company, on behalf of the Participating States, which Audit is being resolved with respect to the Signatory States pursuant to this Agreement.
- (d) **“Beneficiary”** means the person or entity entitled to receive Proceeds from a life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account.
- (e) **“Company”** means Prudential.
- (f) **“Death Master File”** or **“DMF”** means the Social Security Administration’s Death Master File.
- (h) **“Dormancy Period”** means the period of years provided for by a Signatory State’s UP Laws upon the expiration of which the Proceeds must escheat to the Signatory State.
- (i) **“Duration of the Audit”** means the period concluding upon completion of all processing related to the last Unclaimed Property Report issued by Verus pursuant to the terms of this Agreement.
- (j) **“Effective Date”** means the date provided for in Section 2.
- (k) **“Lead Signatory States”** means California, Massachusetts and Pennsylvania.
- (l) **“Maturity Age”** means, for purposes hereof, the age of maturity or age of endowment set forth in the terms of a life insurance policy. If a life insurance policy does not specify an age of maturity or age of endowment, Maturity Age shall mean the limiting age under the life insurance policy. The limiting age of a

life insurance policy is the terminal age of the mortality table specified in the policy for calculating reserves and/or non-forfeiture values, or, if the policy does not reference a mortality table for policy reserves and/or nonforfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.

- (m) **"Maturity Date"** means the date in an Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended in accordance with the terms of the Annuity Contract or the Annuity Contract owner has taken action within the Dormancy Period in respect to the Annuity Contract at issue that is inconsistent with a desire to annuitize.
- (n) **"Participating States"** means those state agencies identified in the attached **Schedule A**.
- (o) **"Parties"** means the Signatory States and the Company; and **"Party"** shall mean any one of the Parties.
- (p) **"Proceeds"** means money payable under a life insurance policy, group life insurance certificate, Annuity Contract, or retained asset account within the Scope of the Audit.
- (q) **"Record keeper"** means those circumstances under which the Company obtains and maintains in its own systems the information necessary to process and to pay a claim under a group insurance contract (or a line of coverage thereunder), including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment.

- (r) **“Scope of the Audit”** means all unclaimed property that is required to be reported and remitted to a Signatory State with respect to life insurance policies, Annuity Contracts, and retained asset accounts that were in-force at any time during the period January 1, 1992 through December 31, 2010, regardless of whether they are currently listed as active, and including, but not limited to, policies identified as lapsed, expired, matured, remitted, reported and remitted to a Signatory State (escheated), rescinded, or terminated. Notwithstanding any of the foregoing, the Scope of the Audit shall exclude: 1) Proceeds payable under a policy provision or rider covering accidental death; 2) Servicemembers’ and Veterans’ Group Life Insurance policies established pursuant to federal law, 38 U.S.C. §§ 1965-79, and retained asset accounts relating to those policies; and 3) Proceeds due under group life insurance policies (including group life insurance certificates issued thereunder) for which the Company is not the Record keeper, except for group life insurance claims received for which the Company, from information in its administrative systems and/or the group policy claim form, is able to determine that a benefit is due and is able to determine the benefit amount, but such claims have not been fully paid or escheated.
- (s) **“Signatory State”** means one or more of the Participating States that have executed this Agreement.
- (t) **Unclaimed Property Report (“UPR”)** means a report prepared and submitted to the Company by Verus to identify property that Verus has determined to be payable to a Signatory State by the Company. The UPRs will be delivered by Verus according to the formats described in **Schedule C**.

- (u) “UP Laws” means the Unclaimed Property/Escheat Laws of the Signatory States, as applicable.
- (v) “Verus” means Verus Financial LLC.

2. Effectiveness

A. Effective Date

This Agreement shall not become effective until executed by the Company, the three (3) Lead Signatory States, and seventeen (17) additional Participating States. The Agreement shall initially be executed by the Company and Verus, as the authorized third party auditor for the Participating States, no later than December 9, 2011, followed by the Lead Signatory States, and seventeen (17) additional Participating States, which shall take place no later than January 27, 2012. The “Effective Date” of this Agreement shall be the date upon which Verus provides notice to all Parties that this Agreement has been executed by twenty (20) Participating States, including all of the Lead Signatory States, and the notice shall occur promptly following those executions. If this Agreement is not signed by the Lead Signatory States and the minimum required Participating States by January 27, 2012, then the Company shall have the right to opt out of the Agreement by providing written notice of its intent to exercise this right no later than February 10, 2012, in which case the Agreement shall not take effect. If the Company does not exercise its right to opt out of the Agreement pursuant to this section, the Effective Date shall be February 10, 2012, as to those Participating States that have signed the Agreement by that date.

B. Signatory States

The Signatory States shall be limited to those Participating States set forth on **Schedule A** as of the date that the Company executes the Agreement. Participating States identified on **Schedule A** may become Signatory States by signing the Agreement at any time prior to the completion of processing of all UPRs pursuant to **Schedule D** of this Agreement (subject to the

Company's right to opt out of the Agreement as set forth above). If any state or jurisdiction not identified on **Schedule A** enters into an agreement with Verus for an unclaimed property audit of the Company prior to the completion of processing of all UPRs pursuant to **Schedule D** of this Agreement, then the Company shall offer to resolve the audit by entering into an agreement with that state or jurisdiction containing the same terms as this Agreement. If the Company enters into an agreement to resolve an unclaimed property audit conducted by Verus on behalf of an additional state or jurisdiction, Verus shall not submit to the Company any unclaimed property reports pursuant to the terms of that agreement until the last group of UPRs provided to the Company pursuant to **Schedule D** under this Agreement is reconciled by the Company and Verus, unless the Company elects to receive those UPRs at an earlier time agreed to between the Company and Verus.

3. Remittance of Proceeds Payable to Signatory States

A. Proceeds Escheatable By Reason of Death

(i) The following shall be the procedures for reporting and remitting Proceeds that are escheatable by reason of death.

(ii) Verus will submit UPRs to the Company in accordance with **Schedule D** identifying life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts where a death has been identified by Verus in accordance with **Schedule B**, and for which Verus has determined that Proceeds may be payable. All UPRs that Verus provides to the Company with respect to life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts shall identify deaths of the Company's insureds, Annuity Contract owners or annuitants, and retained asset account owners that Verus has identified in the course of matching the Company's records against the DMF. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section D herein and **Schedule D, Section II**, the Company shall provide Verus with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the individual identified on the UPR is not dead; (b) the individual is not an insured, eligible to be an insured under a group life insurance certificate, an annuitant, an Annuity Contract owner, or a retained asset account owner; (c) the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account was not in force upon death; (d) there was no benefit payable upon death (e.g., the life insurance policy, group insurance certificate, Annuity Contract, or retained asset account had no value at death or was not payable at death); (e) a benefit is not payable due to the application of a relevant contestability period or suicide exclusion period; (f) the Dormancy Period has not expired; (g) all benefits payable upon death have in fact been remitted to a Beneficiary or escheated as unclaimed property; (h) a claim for the value of any benefits payable upon death is in the process of being paid by the Company to a Beneficiary in accordance with **Schedule D**; (i) for claims received under non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder), the Company lacks and/or is unable to obtain sufficient information necessary to determine that a life insurance benefit is due or is unable to determine the benefit amount; (j) all benefits payable upon death are remittable to a non-Signatory State or are the subject of pending litigation; or (k) the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract or retained asset account is not within the Scope of the Audit. The Company shall

further provide notice to Verus if it believes the date of death is different than the date of death provided by Verus if the Company contends such difference affects the Proceeds payable under the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account. The list of exceptions shall be provided by the Company no later than the times specified in **Schedule D, Section II**.

(iv) For purposes of this Section, the Dormancy Period commences upon the date of death as reflected in the DMF and expires after the requisite number of years has passed under the UP Laws of the applicable Signatory State. The running of the Dormancy Period shall not be tolled for any reason other than: (i) pending litigation to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds, (ii) pending litigation instituted by the Company to determine whether a benefit is due or to otherwise determine the rightful owner of the Proceeds including as the stakeholder in an interpleader action intended to resolve a dispute where more than one claimant has made claim to the Proceeds, or as the moving party in a declaratory judgment action; or (iii) otherwise as expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled, the Dormancy Period shall begin to run upon the termination of the litigation or as expressly allowed by the Signatory States.

(v) If the Company locates the Beneficiary or the Beneficiary's authorized representative before the Proceeds are required to be reported and remitted to a Signatory State in accordance with **Schedule D**, the Company will make a written notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person.

(vi) Proceeds shall be determined without deduction of any fees other than those permitted by the Annuity Contract or life insurance policy. Further, the Company agrees that it will not charge Beneficiaries costs associated with this Agreement.

(a) Proceeds under life insurance policies shall be determined in accordance with the policy terms as of the date of death, and shall include a reversal of any amounts deducted from the policy after death, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for interest or dividends. Notwithstanding the above, charges incurred before the insured's date of death but accruing after the date of death shall not be reversed.

(b) Proceeds under Annuity Contracts with a death benefit shall be determined according to the contract terms, except that: (i) with respect to those Proceeds that remain in variable annuities, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts as of the date Proceeds are remitted to a Signatory State; and (ii) with respect to those proceeds that remain in fixed annuities, the Company shall determine Proceeds based on the values of the account as of the date the Proceeds are remitted to a Signatory State.

(c) Proceeds under retained asset accounts shall be the value of the account as of the date the Proceeds are remitted to a Signatory State.

(vii) The amount payable to a Signatory State shall include the Proceeds, plus interest at a rate of three (3) percent compounded annually from the date used to establish the death benefit values in accordance with Section 3A(vi)(a) and (b) above, or from January 1, 1995, whichever is later. However, interest shall not be payable with respect to the Proceeds of

retained asset accounts. With respect to Annuity Contracts where the death benefit values were placed in a suspense account or money market account earning less than 3% interest, then interest representing the difference between 3% and the interest received shall be payable on the Annuity Contract Proceeds compounded annually from the date the death benefit account values are established according to the contract terms or from January 1, 1995, whichever is later. If any Proceeds are not timely remitted as required under this Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either party in such action.

B. Proceeds Payable Upon Maturity Age or Maturity Date

(i) The following shall be the procedures for reporting and remitting Proceeds that are payable to a Signatory State upon reaching Maturity Age or Maturity Date.

(ii) Verus will submit UPRs to the Company in accordance with **Schedule D**, identifying life insurance policies (including any group life insurance certificates issued thereunder) and Annuity Contracts that Verus has determined have reached Maturity Age or Maturity Date, and for which the period of time elapsed since the Maturity Age or Maturity Date is beyond the Dormancy Period. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section D herein and **Schedule D, Section II**, the Company shall provide Verus with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Verus previously, the Company shall provide such data or documentation within a reasonable time period following

the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the life insurance policy (including any group insurance certificate issued thereunder) or Annuity Contract had not reached the Maturity Age or Maturity Date; (b) the policy, the group life insurance certificate, or Annuity Contract was not in force upon the Maturity Age or Maturity Date; (c) there was no benefit payable upon the Maturity Age or Maturity Date (e.g., the policy, group life insurance certificate, or Annuity Contract had no value at the Maturity Age or Maturity Date, the policy, group life insurance certificate, or Annuity Contract had been surrendered, the Maturity Date had been extended, the Annuity Contract owner or annuitant has taken affirmative action inconsistent with a desire to annuitize, or the policy, group life insurance certificate, or Annuity Contract was not payable at the Maturity Age or Maturity Date); (d) the Dormancy Period has not expired; (e) the value of any Proceeds payable upon the Maturity Age or Maturity Date has in fact been remitted to the Beneficiary or escheated as unclaimed property; (f) the value of any Proceeds payable upon the Maturity Age or Maturity Date is remittable to a non-Signatory State or is the subject of pending litigation; and/or (g) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized. The Dormancy Period shall not be deemed to have expired with respect to Proceeds if the Company has documented contact with the Beneficiary, Annuity Contract owner, annuitant, or the legal representative thereof, within the Dormancy Period regarding the policy or contract, including a request by the Beneficiary, Annuity Contract owner, annuitant, or the legal representative thereof, to change the designation of a Beneficiary, Annuity Contract owner or annuitant; a non-automated request to reallocate the value of a policy or Annuity Contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee

period under the policy or Annuity Contract. The Company shall further provide notice to Verus if it has determined that the Maturity Age or Maturity Date is different than the Maturity Age or Maturity Date provided by Verus if the Company contends such difference affects Proceeds under the policy or Annuity Contract. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section II**.

(iv) For purposes of this Section, the Dormancy Period commences upon the Maturity Age or Maturity Date of the policy, group life insurance certificate, or Annuity Contract. The running of the Dormancy Period shall not be tolled for any reason other than: 1) documented contact with a Beneficiary, or the legal representative thereof; 2) pending litigation to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds; 3) pending litigation instituted by the Company to determine whether a benefit is due or to otherwise determine the rightful owner of the Proceeds including as the stakeholder in an interpleader action intended to resolve a dispute where more than one claimant has made claim to the Proceeds or as the moving party in a declaratory judgment action; or 4) otherwise expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled due to institution of litigation, the Dormancy Period shall begin to run upon the termination of the litigation or as expressly allowed by the Signatory States.

(v) If the Company locates the Beneficiary or the Beneficiary's authorized representative before the Proceeds are required to be reported and remitted to a Signatory State in accordance with **Schedule D**, the Company will make a written notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person.

(vi) Proceeds shall be determined without deduction of any fees other than those permitted by the contract. The Company agrees that it will not charge Beneficiaries costs associated with this Agreement.

(vii) Proceeds remitted by the Company to a Signatory State under an Annuity Contract shall include the current account value of the Annuity Contract as determined by the Company as of the date the Proceeds are remitted to a Signatory State or the Beneficiary. For purposes hereof, the Company shall calculate the account value as follows: (a) for a variable Annuity Contract, based on the value of assets held in the underlying separate account, and (b) for a fixed Annuity Contract, based on the account value, inclusive of any interest credited by the Company to the account value. Upon remittance, the Company shall have no further obligation to escheat Proceeds under the Annuity Contract.

(viii) All Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age shall be determined by the Company in accordance with the terms of the policy, or certificate, as appropriate, and interest shall be added to Proceeds due to the Signatory States from the later of the Maturity Age or January 1, 1995, at the interest rate of three (3) percent compounded annually. If any Proceeds are not timely remitted as required under this Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either party in any such action.

C. Proceeds in Retained Asset Accounts

(i) For all situations not otherwise governed by the provisions set forth in Section 3.A, the following shall be the procedures for reporting and remitting Proceeds payable from retained asset accounts to a Signatory State.

(ii) Verus will submit UPRs to the Company in accordance with **Schedule D**, identifying dormant retained asset accounts that Verus has determined may be payable. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section D herein and **Schedule D, Section II**, the Company shall provide Verus with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the owner of retained asset account identified in the UPR has taken affirmative action in respect to the account that is inconsistent with abandonment (automatic financial or administrative transactions, other than automated deposits or withdrawals prearranged by the account owner, and/or the non-receipt by the Company of returned mail shall not constitute "affirmative action" for this purpose, except to the extent that the Signatory State's UP Laws specifically recognize that such activity is sufficient to prevent property from being presumed abandoned); (b) the Dormancy Period has not expired; and/or (c) the value of the retained asset account has in fact been remitted to the owner or escheated as unclaimed property. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section II**. For purposes of this Section, the Dormancy Period shall not be deemed to have expired with respect to Proceeds of a retained

asset account if the Company has documented contact with the owner within the Dormancy Period.

(iv) If the Company locates the owner before the account is required to be reported and remitted to a Signatory State in accordance with **Schedule D**, the Company will make a notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person. The Company's contact with the account owner in the manner described above will result in the account not being subject to reporting and remittance in accordance with **Schedule D**.

(v) For purposes of this Section, the Dormancy Period commences upon the date of the most recent non-automatic financial or administrative transaction or other contact with the owner that is documented in the books and records of the Company.

(vi) Proceeds under retained asset accounts shall be the value of the account as of the date the Proceeds are remitted to a Signatory State or the Beneficiary. Proceeds shall be determined without deduction of any fees other than those permitted by the contract. The Company agrees that it will not charge Beneficiaries costs associated with this Agreement. If any Proceeds are not timely remitted as required under this section of the Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either party in any such action.

D. Resolving Disputes Regarding Exceptions to Unclaimed Property Reports

(i) The following shall be the procedures for resolving disputes regarding any exceptions to the UPRs that the Company provides to Verus.

(ii) If Verus disputes an exception, Verus shall provide notice to the Company within the time specified in **Schedule D, Section II**, and the notice shall be accompanied by the Company's list of exceptions.

(iii) If Verus provides notice to the Company that it disputes an exception, then Verus and the Company shall meet to resolve the dispute and conclude the dispute resolution process within the time specified in **Schedule D, Section II**.

(iv) If there is no agreement after Verus and the Company meet, Verus shall provide notice to a Signatory State of the failure to reach agreement on the exception within the time specified in **Schedule D, Section II**. The exceptions shall then be referred for a determination of the Signatory State pursuant to that State's laws.

(v) Verus shall provide notice to a Signatory State of all exceptions the Company has taken to a UPR and as to which Verus has agreed that no Proceeds are payable. Such determinations as to previously disputed UPRs shall be final and binding as to the Parties.

E. Priority and Disputes

(i) The Signatory States agree that in determining the appropriate state to report and remit Proceeds under this Agreement, the following rules shall apply:

(a) Proceeds shall be remitted to the state of the last known address of each single Beneficiary as shown in the Company's books and records.

(b) If there is more than one known Beneficiary, Proceeds shall be reported and remitted to the states of the last known addresses of the Beneficiaries, based

upon the amounts payable to each under the applicable policy, group life insurance certificate, or contract for those Beneficiaries for whom a last known address is shown in the books and records of the Company. For those Beneficiaries for whom an address is not shown in the Company's books and records, subsections E.(i)(c) and E.(i)(d) shall apply.

(c) With respect to property related to life insurance policies or Annuity Contracts due to a Beneficiary, if there is no last known address for any Beneficiary in the Company's books and records, then Proceeds shall be reported and remitted to the state of the last known address of the insured or annuitant.

(d) If the Company's books and records do not contain a last known address for the Beneficiary and do not contain a last known address for the insured, annuitant, or retained asset account owner, or if the last known addresses of the above are all outside the United States, then the Proceeds shall be reported and remitted to the state of incorporation of the relevant Company entity as of the time the state of incorporation's Dormancy Period expired under the terms of this Agreement.

(ii) If Proceeds are reported and remitted to a Signatory State in accordance with the priority rules in this Section, then the Company shall be deemed to have made its remittance in good faith in accordance with the UP Laws of all Signatory States.

(iii) The existence of an unresolved dispute as to reporting and remitting Proceeds shall not affect the duty to report and remit Proceeds as to which no dispute exists.

F. Reporting and Remitting Proceeds

(i) The Company shall report and remit Proceeds as required by **Schedule D**.

(ii) The Company shall provide Verus with reasonable access to monitor the UPR review and the reporting and remittance processes being performed in accordance with **Schedule D**.

(iii) Upon the Company making all reports and remittances required by this Agreement at the conclusion of the Duration of the Audit, the Signatory States shall relieve the Company from any further duties under their UP Laws for life insurance policies (including any group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts within the Scope of the Audit and the release of the Company from all claims arising under the Signatory States' UP laws as provided in Section 4 hereof shall be effective. Notwithstanding any other provision of this Agreement, such release is made only to the extent of the signatory officials and is not made pursuant to the authority of insurance regulators. In no event shall such release of the Company apply to contracts and Proceeds as to which the Company and a Signatory State have an unresolved dispute under the terms of this Agreement. Notwithstanding the foregoing, with respect to any Proceeds escheated by the Company, the Company shall be released from any further obligation with respect to those Proceeds.

(iv) Nothing contained in this Agreement shall preclude the Company from exercising any right it may have to seek indemnification, refunds or corrections of errors to the extent authorized by, and in accordance with, the UP Laws of the Signatory State to which the Company made a remittance or report in error.

(v) Nothing in this Agreement shall limit a Signatory State or a Participating State from auditing or making claims with respect to Proceeds, policies, contracts, or accounts that are not within the Scope of the Audit.

4. General Provisions

(i) This Agreement sets forth a process for identifying certain amounts to be escheated under its terms. Notwithstanding any of the terms, phrasing, or provisions used herein, nothing in this Agreement constitutes an admission that any amount or Proceeds described herein are past due, have been owing, or were improperly withheld or retained by the Company.

(ii) For the Duration of the Audit, the Company shall continue to provide Verus with the data reasonably requested by Verus to identify Proceeds that are within the Scope of the Audit.

(iii) For the Duration of the Audit, the Company shall continue to provide Verus with access to the Company's administrative systems to obtain records relating to Proceeds within the Scope of the Audit in order to enable Verus to test the completeness and accuracy of all records provided by the Company. Such access shall include continued access to data and systems through a Prudential employee to respond to queries made by Verus' personnel.

(iv) The Company agrees to provide all requested insured, annuitant, Annuity Contract owner, or retained asset account owner names parsed out as follows to the extent such data elements are captured in the Company's systems: Prefix (Mr./Dr./ Maj./etc); First; Middle (full name or initial if full not in company records); Last; and Suffix (esq./Jr./III/etc.).

(v) Each Signatory State agrees to the following:

(a) To release, discharge, and indemnify the Company, and/or hold the Company harmless to the extent authorized by, and in accordance with, the UP Laws of the Signatory State, for "good faith" payment or delivery and reporting of unclaimed property, which are incorporated herein by reference. Nothing in this Agreement shall limit officials within a state agency other than those listed in Schedule A of this Agreement from conducting any examination or from making any claim or enforcing any

laws other than the UP laws of a Signatory State with respect to Proceeds, policies, contracts, or accounts.

(b) To release the Company from all claims, demands, interest (excepting such interest available under the terms of this Agreement), penalties, actions or causes of action that the Signatory State may have regarding or relating to any unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder), annuity contract or retained asset account that was remittable prior to calendar years through and including report year 2010, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder) where a claim is received after calendar year 2010, regardless of the date of death giving rise to the claim.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to paragraphs 3.A-3.C of this Agreement shall be in full and final satisfaction of any and all claims that the Signatory State has or may have under that Signatory State's UP Laws with respect to unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder), annuity contract or retained asset account that was remittable prior to calendar years through and including report year 2010, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder) where a claim is received after calendar year 2010, regardless of the date of death giving rise to the claim. The Participating States further

waive any right to audit or examine the books and records of the Company with respect to unclaimed property for which the Company has been released in the previous sentence.

(d) That the disclosures and assistance made by the Company in connection with this Audit satisfy the reporting requirements of its UP Laws for the applicable examination period regarding unclaimed property types identified and reportable pursuant to paragraphs 3.A-3.C , and the Signatory State hereby releases the Company from any additional reporting requirements under its UP Laws for or related to the Company's reporting and remittance of unclaimed property types identified and reportable prior to calendar years through and including report year 2010 pursuant to paragraphs 3.A-3.C.

(e) To maintain the confidentiality of information voluntarily disclosed concerning identifying information and the business processes and trade secrets of the Company to the extent permissible under each Signatory State's laws, and shall only disclose such information to the extent required under each Signatory State's laws.

(f) To return or destroy confidential information within thirty (30) days after the Duration of the Audit, excepting work papers and other materials required to be retained by Verus pursuant to contracts with any Signatory State and those materials necessary to resolve any outstanding disputes.

(vi) This Agreement and its attachments constitute the entire agreement of the Parties with respect to the matters referenced herein and may not be amended or modified, nor may any of its terms be waived, except by an amendment or other written document signed by the Parties hereto; provided, however that the Company and a Signatory State may mutually

agree to a reasonable extension of time in order to carry out the provisions of this Agreement with respect to that Signatory State.

(vii) In the event that any portion of this Agreement is held invalid under a Signatory State's laws, such invalid portion shall be deemed to be severed only with respect to that Signatory State and all remaining provisions of this Agreement shall be given full force and effect and shall not in any way be affected thereby. In addition, in the event that any state agency other than those listed in Schedule A of this Agreement objects in writing that one or more terms of this Agreement violate a provision of a state law within that state agency's authority, the Company's obligations under this Agreement with respect to the provision(s) objected to shall cease with regard to that Signatory State until such time as the objection has been resolved or withdrawn. In the event that such an objection is filed, the Signatory State shall have the right to opt out of this Agreement at any time prior to the objection being resolved or withdrawn, and take any action it deems appropriate under that Signatory State's UP Laws regarding the reporting, remittance and delivery of unclaimed property by the Company.

(viii) Neither this Agreement, nor any act performed or document executed in furtherance of this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or wrongdoing by the Company or any of its current or former affiliates, subsidiaries, officers, directors, employees, agents, or representatives with respect to the subject matter of the investigation.

(ix) The Company shall be excused from its performance under this Agreement, shall not be deemed to have breached this Agreement, and shall not be liable in damages or otherwise, in the event of any delay or default in performing the Agreement's terms resulting from a circumstance not within the reasonable control of the Company including, but

not limited to, damage to or destruction of Prudential's property, systems or facilities. Notwithstanding such circumstances, the Company shall exercise reasonable diligence to perform its obligations under this Agreement and shall take reasonable precautions to avoid the effects of such circumstances to the extent that they may cause delay or default with respect to the Company's ability to perform its obligations under this Agreement.

(x) This Agreement shall not confer any rights upon any person or entities other than the parties to it and is not intended to be used for any other purpose. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters addressed herein shall remain within the sole and exclusive jurisdiction of the Participating States.

(xi) The Parties may mutually agree to any reasonable extensions of time that might become necessary to carry out the provisions of this Agreement.

(xii) Each Signatory State agrees that the individual signing this Agreement on its behalf has authority to do so.

(xiii) This Agreement may be executed in counterparts, but shall not be effective except as provided for pursuant to Section 2 above. Signatory States will execute this Agreement by signing a signature page in the form set out as **Schedule F** hereto.

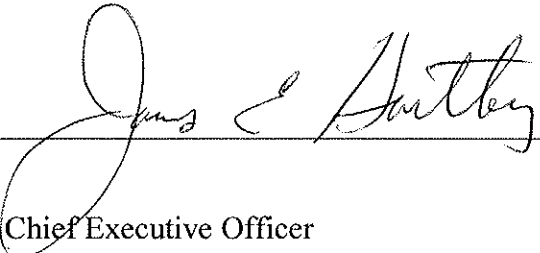
PRUDENTIAL

By: _____
[name]

Date: _____

Its: [title of Company Signatory]

VERUS FINANCIAL LLC

By:  _____

Date: 12/09/11

Its: Chief Executive Officer

Exhibits Index

Schedule A: Participating States

Schedule B: DMF Methodology

Schedule C: Unclaimed Property Report Information and Format

Schedule D: Reporting and Remittance Procedures

Schedule E: Non-Disclosure Agreement dated November 12,
2009

Schedule F: Form of Signatory State Signature Page

SCHEDULE A

PARTICIPATING STATES

The following is a list of the state unclaimed property departments or divisions (collectively the “Participating States”) participating in the unclaimed property audit that Verus is conducting of Prudential:

The Arizona Department of Revenue (“Arizona”)
The Arkansas Auditor of State (“Arkansas”)
The California State Controller's Office (“California”)
The Colorado Office of the State Treasurer (“Colorado”)
The Delaware Department of Finance, Division of Revenue (“Delaware”)
The District of Columbia Office of the Chief Financial Officer (“District of Columbia”)
The Florida Department of Financial Services (“Florida”)
The Idaho State Treasurer’s Office, Unclaimed Property Program (“Idaho”)
The Treasurer of the State of Illinois (“Illinois”)
The Office of the Indiana Attorney General (“Indiana”)
The Kentucky State Treasury (“Kentucky”)
The State of Louisiana, Department of the Treasury, Division of Unclaimed Property (“Louisiana”)
The State of Maine, Office of the State Treasurer (“Maine”)
The Comptroller of Maryland, Compliance Division, Unclaimed Property Unit (“Maryland”)
The Commonwealth of Massachusetts, Office of the State Treasurer, Abandoned Property Division (“Massachusetts”)
The State of Michigan, Department of the Treasury, Unclaimed Property Division (“Michigan”)
The Office of the Treasurer of the State of Mississippi (“Mississippi”)
The Missouri Office of the State Treasurer, Unclaimed Property Division (“Missouri”)
The Montana Department of Revenue, Business and Income Tax Division (“Montana”)
The Nebraska State Treasurer's Office (“Nebraska”)
The Nevada Office of the State Treasurer (“Nevada”)
The New Hampshire State Treasury, Abandoned Property Division (“New Hampshire”)
The North Dakota Department of State Lands, Unclaimed Property Division (“North Dakota”)
The Ohio Department of Commerce, Division of Unclaimed Funds (“Ohio”)
The Oklahoma State Treasurer, Unclaimed Property Program (“Oklahoma”)
The Oregon Department of State Lands (“Oregon”)
The Pennsylvania Treasury, Bureau of Unclaimed Property (“Pennsylvania”)
The Rhode Island General Treasurer (“Rhode Island”)
The South Dakota Office of the State Treasurer, Unclaimed Property Division (“South Dakota”)
The State of Tennessee, Treasury Department (“Tennessee”)
The Texas Comptroller of Public Accounts, Unclaimed Property Division (“Texas”)
The Utah Treasurer's Office, Unclaimed Property Division (“Utah”)
The Vermont Office of the State Treasurer (“Vermont”)
The State of Washington, Department of Revenue, Unclaimed Property Section (“Washington”)
The Wisconsin State Treasurer (“Wisconsin”)
The State of Wyoming, Wyoming State Treasurer’s Office, Unclaimed Property Division (“Wyoming”)

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES

In comparing Prudential's records of its insureds, annuitants, Annuity Contract owners, and retained asset account owners against the DMF, the governing principle to be followed shall be establishing whether or not a unique biological individual identified on Prudential's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable. In comparing Prudential's records of its insureds, annuitants, Annuity Contract owners, and retained asset account owners against the DMF, Verus shall divide the matches it identifies into three categories in accordance with the rules set forth below.

Category 1: SSN Match

A Category 1 Match occurs in any of the following circumstances:

1. There is a four-way exact match of the First Name, Last Name, Date of Birth, and Social Security Number contained in the data produced by Prudential against data contained in the DMF;
2. The First Name matches in accordance with the Fuzzy Match Criteria listed below and the Last Name, Date of Birth, and Social Security Number match exactly.

Category 2: SSN Match

A Category 2 Match occurs when:

1. There is a four-way match of the First Name, Last Name, Date of Birth, and Social Security Number such that the Social Security Number contained in the data produced by Prudential matches exactly to the Social Security Number contained in the DMF, and the First Name, Last Name, and Date of Birth match either exactly or in accordance with the Fuzzy Match Criteria listed below.

Category 3: Non-SSN Match

A Category 3 Match occurs in any of the following circumstances:

1. The Social Security Number contained in the data produced by Prudential matches in accordance with the Fuzzy Match Criteria listed below to the Social Security Number contained in the DMF, and the First and Last Names, and Date of Birth match either exactly or in accordance with the Fuzzy Match Criteria listed below.

2. The records produced by Prudential do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (i.e. 000000000, 999999999, 000006789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by Prudential that is a match against the data contained in the DMF where the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly, subject to paragraph 3 immediately below.
3. If there is more than one potentially matched individual returned as a result of the process described in paragraph 1 above, then Verus shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurant for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address provided by Prudential for the insured, then a Category 2 Match will be considered to have been made.

Fuzzy Match Criteria:

1. A First Name fuzzy match includes one or more of the following:
 - a. "First Name" "Nick Names:" "JIM" and "JAMES." Verus utilizes the pdNickname database from Peacock Data, Inc. as well as publicly available lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.
 - b. "Initial" instead of full first name: "J FOX" and "JAMES FOX"
 - c. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."
 - d. Data entry mistakes with a maximum difference of one character with at least five characters in length: "HARRIETTA" and "HARRIETA."
 - e. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" cannot be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT JOSEPH."
 - f. Use of interchanged "First Name" and "Middle Name:" "ALBERT E GILBERT" and "EARL A GILBERT."
 - g. Compound "First Name:" "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY."
 - h. Use of "MRS." + "HUSBAND'S First Name + Last Name:" "MRS DAVID KOOPER" and "BERTHA KOOPER" where the "Date of Birth" and "Social Security Number" match exactly and the Last Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.
2. A "Last Name" fuzzy match includes one or more of the following:
 - a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD."
 - b. Compound last name: "SMITH" and "SMITH-JONES."
 - c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN."

- d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES."
 - e. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" cannot be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT."
 - f. Use of apostrophe or other punctuation characters in "Last Name:" "O'NEAL" and "ONEAL."
 - g. Data entry mistakes with a maximum difference of one character for Last Name: "MACHIAVELLI" and "MACHIAVELI."
 - h. Last Name Cut-off: A match will be considered to have been made where due to the length of the Last Name, some of the last letters were not saved in the database. Examples include: "Brezzinnows" and "Brezzinnowski" and "Tohightower" and "Tohightowers."
 - i. Married Female "Last Name" Variations: A fuzzy "Last Name" match will be considered to have been made even though the data does not match on the Last Name of a female, if the "Date of Birth" and "Social Security Number" matches exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.
3. A "Date Of Birth" fuzzy match includes one of the following:
- a. Two dates with a maximum of one digit in difference: "03/27/1945" and "03/27/1946"
 - i. NOTE: "03/27/1949" and "03/27/1950" are not a match under Rule 3(a)i. ii.
 - ii. Only 1 entry mistake per full date is allowable: "03/27/1945" and "03/28/1946" are not a match.
 - b. Transposition of "Month" and "Date" portion of the "Date of Birth:" "05/11/1935" and "11/05/1935."
 - c. If either Prudential's systems or the DMF does not contain a complete "Date of Birth," then a "Date of Birth" exact match will be found to exist where the data that is available on Prudential's systems does not conflict with the data contained in the DMF. By way of example, if Prudential's systems only contain a month and year of birth, an exact "Date of Birth" match will exist if the DMF record contains the same month and year of birth.
 - d. If the Prudential provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the Prudential provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the Prudential provided Date of Birth is within 2 years (either before or after) the DMF listed Date of Birth.
 - e. For all industrial policies (known internally at Prudential was "intermediate and weekly policies" or "IWP's"), if the Prudential provided First and Last Name match exactly and there is an inaccurate, missing or incomplete SSN, a match will be considered made if:

- i. The Prudential supplied Date of Birth is a default Date of Birth (e.g., 1/1/1915) and the DMF year of birth is either an exact match or DMF Date of Birth is within one year either before or after the insurer provided Date of Birth. [Examples: 1/1/1915 & 2/25/1915 or 1/1/1915 & 2/25/1916]
 - ii. The Prudential supplied Date of Birth matches exactly with the DMF month and day of birth and the DMF year of birth are within five years before to five years after the insurer supplied Date of Birth. [Examples: 2/25/1915 & 2/25/1913 or 2/25/1915 & 2/25/1916]
 - iii. The Prudential supplied Date of Birth matches exactly with the DMF month and year and the DMF day of birth is not a match. [Examples: 2/25/1915 & 2/15/1915 or 2/25/1915 & 2/7/1915]
 - iv. The DMF Date of Birth is within 5 years +/- of the Prudential supplied Date of Birth and a search of that individual's First and Last Name and Social Security Number (listed on the DMF) in Accurant for Insurance or an equivalent database, results in an address matching a Prudential address for that Contract.
4. A "Social Security Number" fuzzy match includes one of the following:
- a. Two Social Security Numbers with a maximum of two digits in difference, any number position: "123456789" and "123466781."
 - b. Two consecutive numbers are transposed: "123456789" and "123457689."
 - c. If a Social Security Number is less than nine digits in length (with a minimum of seven digits) and is entirely embedded within the other Social Security Number: "1234567" and "0123456789."

Reports of Matches

Verus shall only include Category 1 Matches, Category 2 Matches, and Category 3 Matches in a UPR upon verifying that it believes a benefit may be payable based upon the data that Verus was provided.

Other Matches and Mismatches

Notwithstanding the fact that a life insurance policy (including a group life insurance certificate issued thereunder), Annuity Contract, or retained asset account is listed as a match, the Parties agree that there will not be a reportable match if **Prudential** is able to produce evidence sufficient to establish that the unique biological individual identified on **Prudential**'s data is not the same as a unique biological individual identified on the DMF or such individual is not dead. Additionally, notwithstanding the fact that a policy is not found to be a match in accordance with the foregoing rules, Verus may submit, in a separate report to be provided concurrently with the

provision of Verus' next due UPR, evidence sufficient to establish that a unique biological individual identified on **Prudential's** data is the same as a unique biological individual identified on the DMF. Once a match is submitted by Verus pursuant to the preceding sentence, no other such matches shall be submitted for the individual so identified. In the event that **Prudential** and Verus are unable to resolve any disputes related to what constitutes a reportable match, such disputes shall be subject to the dispute resolution provisions of the Agreement set forth in **Schedule D**. Verus and **Prudential** agree to meet in order to evaluate whether the matching process is producing satisfactory data. If the matching process is not producing satisfactory data (i.e., a large number of false positives are reported based on the current criteria), Verus and **Prudential** agree to use best efforts to develop new criteria for Verus' identification of matches.

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

Report Information:

UPRs will only include property that Verus believes to be payable in accordance with the terms of this Agreement. All UPRs provided by Verus to Prudential shall exclude life insurance policies, Annuity Contracts and retained asset accounts where the data provided by Prudential to Verus indicates that (i) the property has already been paid, (ii) the property has already been escheated, (iii) the policy or Annuity Contract was not in force on the date of death, Maturity Age or Maturity Date, (iv) a match identified in accordance with **Schedule B** is the death of a first insured under a survivorship policy, (v) the applicable dormancy period has not expired or (vi) a benefit is not otherwise payable.

Report Formats:

Verus shall provide Prudential with UPRs in various formats depending on the property type. Attached hereto is the specific data that Verus shall provide for each of the property types specified below (with each data element representing a column heading on a report):

<u>Schedule C-1:</u>	Life Insurance Policy – DMF Death Match
<u>Schedule C-2:</u>	Life Insurance Policy – Maturity Age
<u>Schedule C-3:</u>	Annuity Contract – DMF Death Match
<u>Schedule C-4:</u>	Annuity Contract – Maturity Date
<u>Schedule C-5:</u>	Retained Asset Account – DMF Death Match or Dormant Account

On each of the schedules set forth above, data elements that represent Prudential data are indicated with a “(P),” data elements that represent Verus data are indicated with a “(V),” and data elements that represent DMF data are indicated with a “(DMF).”

SCHEDULE C-1

Life Insurance Policy – DMF Death Match

Company Code (P)
Admin System (P)
Product Line Code (P)
Policy Number (P)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
P Insured First Name (P)
DMF First Name (DMF)
First Name Perfect Match (V)
P Insured Last Name (P)
DMF Last Name (DMF)
Last Name Perfect Match (V)
P Insured SSN (P)
DMF SSN (DMF)
SSN Perfect Match (V)
P Insured Date of Birth (P)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
P Insured Address (P)
P Insured State (P)
DMF Address (DMF)
DMF State (DMF)
Policy Issue Date (P)
DMF Date of Death (DMF)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Property Type (IN) Code (V)
Current Policy Status (P)
Current Policy Status Effective Date (P)
In Force as of Run Date (Y/N) (V)

Indication of Coinsured (Y/N) (V)
Indication of Payment (Y/N) (V)
Escheatment Reason (V)
Original Face Amount (P)
Due Diligence Category (V)

SCHEDULE C-2

Life Insurance Policy – Maturity Age

Company Code (P)
Admin System (P)
Product Line Code (P)
Plan Code (P)
Policy Number (P)
Verus Record Control ID (V)
P Insured First Name (P)
P Insured Last Name (P)
P Insured SSN (P)
P Insured Date of Birth (P)
P Insured Address (P)
P Insured State (P)
Policy Issue Date (P)
Date of Maturity (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Property Type (IN) Code (V)
Current Policy Status (P)
Current Policy Status Effective Date (P)
In Force as of Run Date (Y/N) (V)
Indication of Coinsured (Y/N) (V)
Indication of Payment (Y/N) (V)
Escheatment Reason (V)
Original Face Amount (P)
Due Diligence Category (V)

SCHEDULE C-3

Annuity Contract – DMF Death Match

Contract Number (P)
Contract Issue Date (P)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
P Owner Full Name (P)
P Owner SSN (P)
P Owner Date of Birth (P)
P Owner Address (P)
P Owner State (P)
P Annuitant Full Name (P)
P Annuitant SSN (P)
P Annuitant Date of Birth (P)
P Annuitant Address (P)
P Annuitant State (P)
DMF Full Name (DMF)
DMF SSN (DMF)
DMF Date of Birth (DMF)
DMF Address (DMF)
DMF State (DMF)
DMF Date of Death (DMF)
Dormancy Period (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Contract Status (P)
Contract Status Effective Date (P)
Escheatment Reason (V)
Contract Value (P)
Due Diligence Category (V)

SCHEDULE C-4

Annuity Contract – Maturity Age

Contract Number (P)
Contract Issue Date (P)
Verus Record Control ID (V)
P Owner Full Name (P)
P Owner Address (P)
P Owner State (P)
P Annuitant Full Name (P)
P Annuitant Address (P)
P Annuitant State (P)
P Annuitant Date of Birth (P)
Contract Maturity Date (P)
Dormancy Period (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Contract Value (P)
Contract Status (P)
Contract Status Effective Date (P)
Last Financial Transaction Effective Date (P)
Last Financial Transaction Code (P)
Due Diligence Category (V)

SCHEDULE C-5

Retained Asset Account – DMF Death Match or Dormant Account

Account Number (P)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
P Account Holder First Name (P)
DMF First Name (DMF)
First Name Perfect Match (V)
P Account Holder Last Name (P)
DMF Last Name (DMF)
Last Name Perfect Match (V)
P Account Holder SSN (P)
DMF SSN (DMF)
SSN Perfect Match (V)
P Account Holder Date of Birth (P)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
DMF Date of Death (DMF)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Escheatment Reason (V)
Open Amount (P)
Due Diligence Category (V)

SCHEDULE D

REPORTING AND REMITTANCE PROCEDURES

All UPRs shall be subject to the following process for reviewing, resolving disputes, and reporting and remitting Proceeds due to a Signatory State under the terms of the Agreement:

I. ISSUANCE OF UNCLAIMED PROPERTY REPORTS

Separate UPRs shall be issued for: (i) Proceeds payable under life insurance policies upon an event of death or upon reaching the policy Maturity Age (the “Life Insurance Reports”); (ii) Proceeds payable under group life certificates upon an event of death or upon reaching Maturity Age (the “Group Life Insurance Reports”); (iii) Proceeds payable under Annuity Contracts upon an event of death or upon reaching the Maturity Date (the “Annuity Reports”); and (iv) unclaimed Proceeds in dormant retained asset accounts or where the retained asset account owner is deceased (the “Retained Asset Account Reports”). Upon the Effective Date of the Agreement, Verus shall deliver a new Life Insurance Report, Group Life Insurance Report, Annuity Report, and Retained Asset Account Report on the first day of every calendar month,¹ according to the following schedule:²

Month	Life Insurance Report	Group Life Insurance Report	Annuity Report	Retained Asset Account Report
1	Up to 8,000 records	Up to 1,000 records	Up to 2,000 records	Up to 1,000 records
2 - 4	Up to 10,000 records	Up to 2,000 records	Up to 2,000 records	Up to 1,000 records
5 and after	Up to 12,000 records	Up to 3,000 records	Up to 2,000 records	Up to 1,000 records

The UPRs shall identify only one unique individual per certificate, contract or policy. In the event that the procedures set forth in Schedule B result in more than one individual being identified as a possible insured, annuitant, Annuity Contract owner, or retained asset account owner, the UPR shall identify only that unique biological individual identified using the data with the most exact matching criteria which is most likely to be the individual identified on Prudential’s data, as determined using the matching procedures of Schedule B. Once a match is submitted by Verus, no other matches shall be submitted for that certificate, contract, or policy unless it is based on

¹ All references in this **Schedule D** to the number of days by which an action is to take place are to be calculated in calendar days. If the last day on which an action is to take place is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

² It is contemplated that, in any event, the audit will be completed no later than 24 months from the effective date of this agreement and that Verus will use its best efforts to submit on each monthly UPR, the maximum number of records permitted under the schedule above. The parties agree to modify schedules in good faith in order to complete the audit within that period of time.

additional information that is received from Prudential or information uncovered by Prudential as a result of Prudential's UPR review.

The records submitted on the UPRs will track the categories outlined in Schedule D, Section III.A.1.

Excluding certificates, policies and contracts falling under Schedule D, Section III.A.1.i, Verus will use best efforts to ensure that each Life Insurance Report (i) includes Proceeds that Verus has identified as being escheatable to no more than 10 Signatory States per report, (ii) includes a combination of records from Prudential's various systems, and (iii) includes a mixture of in-force and terminated policies, with the combinations and mixtures referred to in (ii) and (iii) approximating the occurrence of such records across potential matches identified by Verus across all reports. It is understood that if the UPRs are not provided in the above manner, Prudential's ability to respond timely could be impacted adversely.

II. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS

A. Review of Unclaimed Property Report

Prudential shall have up to one calendar month to review each UPR in order to identify all Proceeds that it agrees are subject to escheatment as well as any exceptions it may have to a UPR, provided, however, that Prudential shall have up to forty (45) days to review each Group Life Insurance Report. Once Prudential has completed its review of each UPR, within five (5) business days following the last day of that month, or within five (5) business days following the end of the review period for Group Life insurance reports, it shall provide Verus with a list identifying : (i) all Proceeds that it agrees are subject to escheatment in accordance with Sections III and IV; and (ii) the exceptions for Proceeds that Prudential has determined do not meet the criteria for escheatment, together with the specific reasons for its determinations.

B. Review and Reconciliation of List of Exceptions

Within **twenty (20) days** after Prudential has provided Verus with its list of exceptions, Verus shall determine whether it disputes any exception contained in Prudential's list of exceptions.

If Verus disputes an exception to a UPR, then Verus and Prudential shall meet in good faith to resolve the dispute within **twenty (20) days** after Verus notifies Prudential of its intent to dispute any listed exceptions. All property that Prudential agrees is due to be escheated following reconciliation shall then be subject to applicable post-reconciliation processes described in Sections III. and IV. below. All exceptions that remain unreconciled twenty (20) days after Prudential and Verus first meet to discuss each UPR may be referred by either Prudential or Verus for the dispute resolution process described in Section D of the Agreement. At the conclusion of the Audit (or in accordance with any instructions provided to Verus by a Signatory State), Verus shall provide notice to a Signatory State of all exceptions Prudential has taken to a UPR and as to which Verus has agreed that no Proceeds are payable.

III. POST RECONCILIATION PROCESSING FOR PROCEEDS TO BE REMITTED TO SIGNATORY STATES

Prudential agrees that all Proceeds identified on a UPR that are due to be reported and remitted to one of the Signatory States pursuant to Section II, shall be subject to the following due diligence.

A. Due Diligence

1. Due Diligence for Property Due: (i) Upon An Event of Death Under Life Insurance Policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts; (ii) Upon Life Insurance Policies Reaching Maturity Age; and (iii) Under Retained Asset Accounts

- i. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts where: (a) the owners were identified by Prudential as policyholders or contract owners who could not be located at the time of demutualization, the insureds or annuity contract owners or annuitants were deceased as of the time of demutualization, and the owners and insureds or annuitants are the same (or they are different but have the same last known address); or (b) Prudential previously matched its records to a person listed on the DMF in connection with any of the DMF matching processes it has conducted.³*

For Proceeds within this category, Prudential shall be deemed to have already conducted reasonable due diligence based on the previous searches it has conducted. Prudential may elect to write one letter and send one email to the beneficiary, insured or annuitant based on information contained in the Company's files for that policy or contract, but all property within this category immediately shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section III.B. below after allowing ten days for the Company to calculate the amounts payable under each policy or contract. In no event may property under this subsection be excluded from reporting and remittance pursuant to Section III.B. below unless Prudential has made confirmed contact with a Beneficiary, or the legal representative of a Beneficiary prior to the termination of the reporting and remittance process after which no further changes will be made to the report. For the purposes of this subsection, "confirmed contact" means Prudential has made contact with a

³ The DMF matching processes that Prudential has conducted include the Death Claim Project, its annual DMF matching process implemented in 2002 for Annuity Contracts and life insurance policies other than group life insurance policies and certificates, the DMF Matching process it conducted between 2003 and 2008 with respect to group life insurance policies and certificates, and any other business as usual DMF matching of its life insurance files, annuity files, and group insurance files conducted prior to January 1, 2011, as represented in the Agreement's WHEREAS clauses.

Beneficiary or a Beneficiary's legal representative, and has begun to collect the documentation and information necessary to process the claim. Thereafter, Prudential shall pay the Beneficiary within two calendar months following the end of the calendar month during which Prudential makes contact with the Beneficiary or the Beneficiary's legal representative. Prudential shall make payment of the claim per the terms of the applicable policy or contract following contact with a Beneficiary, or the legal representative of a Beneficiary. If at the end of this two calendar month period Prudential has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with Section III.B. below.

If Prudential makes confirmed contact with the Beneficiary or the Beneficiary's legal representative but is unable to pay the Proceeds within the two calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Prudential's books and records, as of the time it receives the UPR, for the Beneficiary, or the last known address of the insured or annuitant or account holder if there is no last known address for the Beneficiary.

- ii. Property due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts that do not fall within Subsection (i) above.*

Except as set forth below, there is no limitation on the amount or means of outreach Prudential may conduct to contact the Beneficiary for Proceeds within this category. Prudential will have a two calendar month due diligence period to make confirmed contact with a Beneficiary or confirmed contact with the legal representative of a Beneficiary, commencing at the end of the calendar month during which Prudential has confirmed that the property is subject to escheatment under Section II(A). For purposes of this subsection, "confirmed contact" means Prudential has made contact with a Beneficiary or a Beneficiary's legal representative, and has begun to collect the documentation and information necessary to process the claim. If Prudential has not made confirmed contact by the end of the two calendar months due diligence period, the Proceeds shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section III.B. below. If Prudential has made confirmed contact within the two calendar month due diligence period, Prudential shall pay the Beneficiary within two calendar months from the expiration of the due diligence period. If at the end of this second two calendar month period Prudential has not paid the claim, the Proceeds shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section III.B. below. Prudential shall make payment of the claim per the terms of the applicable policy or contract following contact with a Beneficiary, or the legal representative of a Beneficiary.

If Prudential does not make confirmed contact with the Beneficiary or the Beneficiary's legal representative by the end of the two calendar month due diligence period, or pay the Proceeds within the two calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Prudential's books and records, as of the time it receives the UPR, for the Beneficiary, or the last known address of the insured or annuitant or account holder if there is no last known address for the Beneficiary.

2. Due Diligence for Property Due Upon Annuity Contracts Reaching the Maturity Date

Prudential shall send one or more notification letters to, and may otherwise attempt to notify, the annuity contract owner. If there is no response to a notification letter within 180 days after the initial notification letter is sent and the property is not paid to the owner in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section III.B. below.

At least one letter shall be sent to the last known address on Prudential's books and records, as of the time it receives the UPR, for the annuity contract owner. If at any time prior to the expiration of the 180 day period described above, Prudential determines that the owner cannot be located, the property shall be subject to the reporting and remittance process described in Section III.B. below.

B. Reporting and Remittance of Property

1. Results of Due Diligence

Within five (5) business days following the end of each calendar month, Prudential shall provide Verus with a list of all property that it has paid out as a result of the due diligence process, all property for which confirmed contact with a Beneficiary or a Beneficiary's legal representative has been made but the property remains to be paid out, and all property that is to be remitted to a Signatory State. Verus may perform appropriate audit techniques to confirm that Prudential fully paid the Proceeds to the Beneficiary following the due diligence process.

2. Payment of Property

Records of Property to be escheated will be generated on the last day of the calendar month. Payment of all Proceeds to be reported and remitted shall be delivered as of the 10th day of the month following the end of the applicable due diligence period.

Prudential shall provide Verus with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit calculation for each escheatable policy. Such documentation shall include a breakdown of all post date of death debit/charges or additions to the account, including but not limited to loans, premiums, service fees, interest, dividends, etc. Verus may test a reasonable percentage of such Proceeds to ensure that the correct calculations have been made. Any disputes regarding the amount of benefits due shall be subject to the same reconciliation and resolution process described in Section II above.

IV. REPORT DELIVERY PROTOCOL

Prudential agrees that all Proceeds to be reported and remitted to a Signatory State pursuant to this Agreement shall be reported by Prudential to a Signatory State with a

notation indicating that the report is made pursuant to the Audit, and shall be remitted by Prudential to the Signatory State either through Verus or in accordance with Verus' instructions. Further, Prudential agrees that it shall provide to Verus a copy of all such reports and remittances. Prudential further agrees that no Proceeds to be reported and remitted to a Signatory State pursuant to this Agreement shall be included in any annual filings or any supplemental filings made by Prudential to the Signatory States. Nothing in this Agreement, however, shall prohibit Company from identifying and remitting Proceeds to a Beneficiary if permitted or required by a Signatory State's UP Laws. At such time as the Company provides notice of remittance to a Beneficiary under a Signatory State's UP Laws, the Company shall provide a copy of the notice of remittance to Verus. The Signatory State and Verus shall have access to all relevant records documenting the identification of the Beneficiary and the remittance of Proceeds pursuant to this section.

Verus and Prudential mutually agree to deliver all notices and reports required under the Agreement according to the following protocols.

Reports provided to Prudential shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and Prudential mutually agree in writing) to Rick Radice. Prudential may designate in writing to Verus one or more persons to receive such reports instead of Rick Radice.

Reports provided to Verus shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and Prudential mutually agree in writing) to Mr. Steven Haley, at shaley@verusfinancial.com.

Where Verus is to provide notice to a Signatory State under Section D of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by Verus. Where a Signatory State is to provide notice or a report to Prudential under Section D of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by the Signatory State to Prudential.

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Rick Radice, of Prudential, or Mr. Haley, of Verus, for resolution.

SCHEDULE E

NON-DISCLOSURE AGREEMENT DATED NOVEMBER 12, 2009

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into as of the later of the two signature dates below (the "Effective Date") by and between Prudential Financial, Inc. and its subsidiaries and affiliates including Prudential Insurance Company of America, Pruco Life Insurance Company, Pruco Life Insurance Company of New Jersey, Prudential Retirement Insurance and Annuity Company, and Prudential Annuities Life Assurance Corp. (collectively, "Prudential"), and Verus Financial LLC, ("Recipient").

In connection with an unclaimed property audit and examination of Prudential being conducted by the Recipient on behalf of any Participating State as defined by and limited to those states included on Exhibit A to this agreement, and a targeted market conduct examination to be conducted by Recipient on behalf of the Pennsylvania Department of Insurance (collectively the "Examination"), Prudential will be disclosing certain information to the Recipient some of which is confidential, constitutes trade secrets and otherwise is proprietary to Prudential. After this Agreement is executed, no state can be added as a Participating State unless agreed to in writing by Prudential. The foregoing shall not be construed to preclude Recipient from representing other states unclaimed property agencies or departments or other regulatory agencies that have or may retain Recipient to conduct examinations of Prudential. To the extent that any of the information that may be required to be disclosed in connection with any such examination may overlap with the information disclosed in this Examination, Recipient shall not be precluded from requesting, receiving or using such information by virtue of Recipient having entered into this Agreement.

In consideration of Prudential's disclosures of said information to the Recipient, Recipient agrees as follows:

1. **Information.** As used in this Agreement, information means any information disclosed by Prudential or Prudential's agents or third party custodians or contractors in connection with the parties' furtherance of the purpose identified above (including, without limitation, books, records, documents, software, electronic files and databases, audited and interim financial statements, general ledgers and journals, internal and external audit reports and opinions, unclaimed property reports and Securities and Exchange Commission reports, National Association of Insurance Commissioners reports, and federal and state tax returns), and Personal Information, as defined below, whether disclosed orally, in writing, or in some other form. Notwithstanding the foregoing, information does not include any information, however designated, that (i) was in the public domain before it was disclosed to the Recipient; (ii) enters the public domain after the Effective Date other than through a breach of this Agreement; (iii) is or has been disclosed to the Recipient by a third party which does not owe a duty of confidentiality to Prudential; or (iv) was developed independently by the Recipient without use of information in violation of this Agreement. Information will not be deemed to have been developed independently if, after the Effective Date of this Agreement, the Recipient accesses such information by utilizing Freedom of Information Act requests to obtain information which was provided to the Recipient's client states in the Recipient's workpapers. The foregoing exceptions do not apply to the disclosure of Personal Information, which shall not be disclosed without Prudential's prior written consent unless required by law. "Personal Information" means information provided by or at the direction of Prudential, or to which access is provided to Recipient that (i) identifies an individual (by name, signature, address, telephone number or other unique identifier), or (ii) that can be used to authenticate that individual (including, without limitation, passwords or PINs, biometric data, unique identification numbers, answers to security questions, or other personal identifiers). An individual's social security number, even in isolation, is Personal Information. Prudential business contact information is not by itself Personal Information.

2. **Restrictions on Disclosure and Use.** The Recipient will (a) disclose information only to the appropriate personnel at the Participating States and the Recipient's employees, agents and representatives who have a need to know it for the purpose specified above and who, by virtue of a written confidentiality agreement or other legally binding, regulatory or statutory prohibition, are obligated to respect the confidentiality of the information, provided that said agents and representatives are identified to Prudential prior to disclosure

of any information, and that said agents or representatives have executed a copy of this Nondisclosure Agreement; (b) not disclose or transfer, directly or indirectly, the information to any country outside of the United States; (c) use commercially reasonable efforts to maintain the confidentiality of the information, but in no event less than those efforts the Recipient uses to maintain the confidentiality of its own information of a similar nature; (d) use the information solely for the purpose described above; (e) not use the information in any manner which is adverse to Prudential, including, without limitation, the representation of any third party in any legal, regulatory or other action against Prudential that involves, or is related to the information, beyond findings made in connection with the unclaimed property Examination or any other authorized examination being conducted by Verus; and (f) not benefit from a third party's use of the information. The foregoing shall not be construed to preclude Recipient from representing state agencies that have or may retain Recipient to conduct examinations of Prudential that may call for disclosure of some of the same information under this Agreement. To the extent that any of the information that may be required to be disclosed in connection with any such examination may overlap with the information disclosed in this Examination, Recipient shall not be precluded from requesting, receiving or using such information by virtue of Recipient having entered into this Agreement. Upon the earlier of (i) completion of the Examination set forth above or termination of this Agreement, or (ii) determination that it has no need for information, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any information that Recipient may then possess or control. Disposal may be achieved, at Prudential's option, through prompt delivery of the records to Prudential or destruction pursuant to Recipient's written policy governing such destruction and in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of (i) or (ii) above, Recipient shall promptly certify in writing to Prudential, in a form acceptable to Prudential and executed by an authorized officer of Recipient, that all such information has been destroyed or returned.

3. **Compelled Disclosure.** If the Recipient is served with a judicial or other governmental order or request seeking production of the information, including but not limited to any request under a Freedom of Information Act or similar state provision, it will use reasonable efforts to (a) assure that the information is maintained in confidence, and (b) notify Prudential of the existence of the order or request within two (2) business days and prior to production of any information

and cooperate with Prudential in its efforts to obtain a protective order or other judicial relief.

4. **Accidental Disclosure.** The Recipient will promptly notify Prudential upon discovery of any accidental or unauthorized use or disclosure of any information and will cooperate with Prudential to regain control of or otherwise safeguard the information, to minimize the effects of its unauthorized use or disclosure, and to prevent its further unauthorized use or disclosure.

5. **Ownership.** This Agreement does not grant Recipient any license or other right with respect to any information or trade secrets. Notwithstanding the foregoing, nothing in this Agreement shall preclude Recipient or the Participating States from retaining information contained in its workpapers and reports provided to the Participating States to the extent required by law.

6. **Remedies.** The Recipient acknowledges that Prudential would suffer irreparable harm if its information were disclosed or used in violation of this Agreement, and that monetary damages would be an insufficient remedy for such unauthorized disclosure or use. Accordingly, in addition to whatever right Prudential may have to obtain an award of damages or other relief upon the Recipient's breach of this Agreement, Prudential may obtain an injunction or other equitable relief to protect its information disclosed or used in violation of this Agreement. Additionally, should the Recipient be found to have breached this agreement it acknowledges that it will be required to reimburse Prudential for reasonable legal fees and costs incurred to enforce the agreement. Recipient may also be required to reimburse Prudential for reasonable legal fees, costs and damages Prudential is found to have sustained as a result of the breach.

7. **Privacy.** Recipient shall notify Prudential, promptly and without unreasonable delay, but in no event more than two (2) business days of learning that unauthorized access to, disclosure of, or breach in the security of Personal Information may have occurred or been attempted (a "Security Incident"). Thereafter, Recipient shall, at its own cost and expense: (a) promptly furnish to Prudential full details of the Security Incident; (b) assist and cooperate fully with Prudential in Prudential's investigation of Recipient, Recipient's employees or third parties related to the Security Incident, including but not limited to providing Prudential with physical access to the facilities and operations affected, facilitating interviews with employees and others involved in the matter, and making available all relevant records, logs, files, and data; (c) cooperate with Prudential in any litigation or other formal action against third parties deemed necessary by Prudential to protect its rights; and (d) promptly use its best efforts to prevent a recurrence of any such Security Incident. In addition to the foregoing, Recipient agrees that in the event of a Security Incident, Prudential shall have the sole right to determine (i) whether notice is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or in Prudential's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation. Any such notice or remediation shall be at Recipient's sole cost and expense. Notwithstanding any remedy of a material breach of this Section 7, Prudential reserves the right to terminate this Agreement immediately upon written notice to Recipient should such material breach occur, and Prudential may pursue all such remedies as may be available to it at law or in equity. Recipient certifies that its treatment of Personal Information is in compliance with applicable laws and/or regulations with respect to privacy and data security, and that it has implemented

and currently maintains an effective information security program that includes administrative, technical, and physical safeguards to (a) ensure the security and confidentiality of Personal Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Personal Information; and (c) protect against unauthorized access to, destruction, modification, disclosure or use of Personal Information which could result in substantial harm or inconvenience to Prudential, or to any person who may be identified by such Personal Information. Recipient shall immediately notify Prudential if Recipient is in material breach of this Section. At Prudential's request, Recipient agrees to certify in writing to Prudential, its compliance with the terms of this Section.

8. **General.** (a) This Agreement will be binding upon and inure to the benefit of each party's heirs, successors and permitted assigns; provided, however, that the Recipient may not assign this Agreement (whether by operation of law, sale of securities or assets, merger, or otherwise) or transfer or disclose any information to parties other than those identified in Section 2(a) without Prudential's prior written consent. Any attempted assignment in violation of this section will be void. (b) The Recipient will comply with all local, state, national and international laws and regulations applicable to disclosure or use of all information. (c) This Agreement will be governed by the laws of the State of New Jersey, without regard to its choice of law principles. The Recipient consents to the exclusive jurisdiction of the state and federal courts of the State of New Jersey for resolution of any dispute arising under or related to this Agreement, and waives all objections to placing venue before them. The prevailing party in any litigation arising under or related to this Agreement may be entitled to recover its reasonable attorneys' fees and costs from the other party. (d) Notwithstanding the foregoing, nothing in this Agreement shall be construed to be binding on any of the Participating States participating in an authorized audit being conducted by Recipient. (e) If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. (f) Any notice required under this Agreement will be in writing and will be sent by registered or certified mail, return receipt requested, or express courier (e.g., Federal Express) to the recipient at its address indicated below. If sent domestically, a notice will be deemed given three (3) business days after sent by registered or certified mail or one (1) business day after sent by express courier. If sent internationally, a notice will be deemed given five (5) business days after sent by registered or certified mail or three (3) business days after sent by express courier. Either party may change its address for notices under this Agreement by giving the other party notice of the change in the manner just specified. (g) This Agreement may be modified only by a written amendment signed by both parties. Any waiver of a party's rights under this Agreement must be in a writing signed by one of its authorized agents. A waiver on one occasion will not obligate the waiving party to waive its rights on another occasion. (h) This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes all prior communications, understandings and agreements related to its subject matter.

[SIGNATURES ON NEXT PAGE]

PRUDENTIAL FINANCIAL, INC.

By:

Name:

Title:

Date:

Address
for
Notices:

John L. Coalson, Esq.

Alston & Bird LLP

1201 W. Peachtree St. #4000

Atlanta, Georgia 30309

VERUS FINANCIAL LLC

By:

Name:

Title:

Date:

Address
for
Notices:

500 Chase Parkway

Waterbury, CT 06708

EXHIBIT A

Participating States as of December 9, 2011:

- Arkansas
- Arizona
- California
- Colorado
- District of Columbia
- Delaware
- Florida
- Idaho
- Illinois
- Indiana
- Kentucky
- Louisiana
- Massachusetts
- Maryland
- Maine
- Michigan
- Missouri
- Mississippi
- Montana
- North Dakota
- Nebraska
- New Hampshire
- Nevada
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- South Dakota
- Tennessee
- Texas
- Utah
- Vermont
- Washington
- Wisconsin
- Wyoming

SCHEDULE F

FORM OF SIGNATORY STATE SIGNATURE PAGE

The undersigned Participating State, as identified in the attached **Schedule A**, agrees to enter into the Settlement Agreement as a Signatory State.

[SIGNATORY STATE]

By: _____ Date: _____

Its: _____