

GLOBAL RESOLUTION AGREEMENT

This Global Resolution Agreement sets forth the terms and conditions resolving the ongoing unclaimed property audit that Verus Financial LLC ("Auditor") is conducting of AXA Equitable Life & Annuity Company, AXA Equitable Life Insurance Company, MONY Life Insurance Company, MONY Life Insurance Company of America, and US Financial Life Insurance Company (collectively "AXA" or the "Company") on behalf of the states identified in the attached **Schedule A** (the "Participating States").

WHEREAS, Auditor, on behalf of the Participating States, is conducting an Audit of the Company to identify what Auditor 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 Auditor should be considered subject to reporting and remittance to the Participating States, and disputes some of the criteria used by Auditor during the course of the Audit to identify Proceeds that should be considered subject to reporting and remittance pursuant to the Participating States' UP Laws, and the Company's obligation to report and remit certain Proceeds to the Participating States;

WHEREAS, beginning in 2011, the Company performed matches against the DMF of the administrative records for individual and group life, individual and group annuities, and retained asset accounts of all AXA affiliated companies for all U.S. jurisdictions, and the Company has paid funds to Beneficiaries from these matches and identified funds to be paid to the states as unclaimed property;

WHEREAS, the Company represents that it has established policies and procedures to ensure payment of valid claims to Beneficiaries or, in the event that the Company's search

identifies no living Beneficiary, to report and remit unclaimed Proceeds to the appropriate states in accordance with the Participating States' UP Laws;

WHEREAS, the Company has fully cooperated with the Participating States and Auditor by making its books and records available for examination, and its personnel and agents available to assist as requested by the Participating States and Auditor;

WHEREAS, the Company 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 life insurance policy, annuity contract and retained asset account owners, as well as the beneficiaries thereof;

WHEREAS, the Company represents that, acting in good faith, it will perform comparisons of its electronic records against the Death Master File on a quarterly basis;

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

WHEREAS, the Company denies any wrongdoing or violation of applicable laws of a Participating State or any other applicable federal or state law, and, further, denies any liability related to the disposition of unclaimed or other property, (including, but not limited to, Proceeds), but in view of the complex issues raised and the administrative burdens and costs involved, the Company and the Signatory States desire to compromise their disputes and resolve the Audit and all claims that the Signatory States have asserted pursuant to the terms of this Global Resoluion Agreement:

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 this Global Resolution Agreement entered into among the Signatory States and the Company, which is also signed by Auditor 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, including any deferred compensation plans.
- (c) **"Audit"** means the unclaimed property audit that Auditor has been conducting of 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 AXA.
- (f) **"Death Master File"** or **"DMF"** means a version of the United States Social Security Administration's Death Master File or any other database or service that is at least as comprehensive as the United States Social Security Administration's Death Master File for determining that a person has reportedly died. The Death Master File must include at least one full version of the file and may include update files.

- (g) **"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.
- (h) **"Duration of the Audit"** means the period concluding upon completion of all processing related to the last Unclaimed Property Report issued by Auditor pursuant to the terms of this Agreement.
- (i) **"Effective Date"** means the date provided for in Section 2.
- (j) **"Lead Signatory States"** means California and Massachusetts.
- (k) **"Maturity Age"** means 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 non-forfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.
- (l) **"Maturity Date"** means the date as set forth in the terms of the 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.

- (o) **"Participating States"** means those state agencies identified in the attached **Schedule A**.
- (p) **"Parties"** means the Signatory States and the Company; and "Party" shall mean any one of the Parties.
- (q) **"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.
- (r) **"Record keeper"** means those circumstances under which the Company has priced the group premium rate structure to include record keeping fees, or contractually agreed with the group policyholder to be primarily responsible (either directly or through a third party with which the Company has contracted for the group customer's recordkeeping), for obtaining and/or maintaining in its own systems (or the systems of the third party with which the Company has contracted for the group customer's recordkeeping) information about each individual insured under a Company group insurance contract (or a line of coverage thereunder), credit life insurance policy, or mortgage life insurance policy, including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment status. For purposes of this Agreement, the Company shall be deemed a Record keeper for all group life insurance certificates, other than credit life insurance or mortgage life insurance, where any of the following conditions apply: (1) a disability or other waiver of premium or accelerated death benefit claim has been received and the Company

could determine liability on the certificate and pay a claim without consulting either the group policyholder or other third party (other than a third party with which the Company has contracted) for information, other than for beneficiary information, waiver status for any individual that became eligible for waiver of premium at age forty (40) or after and died before their waiver termination and are at an age at which waiver of premium remained available under the group policy, any death benefit amount that could be determined by using information in the Company's systems (including dates of birth and policy plan schedules), or any other information that the Company would not normally require from a policyholder or other third party (other than a third party with which the Company has contracted) before paying a death claim; (2) there is a cash surrender value; and (3) the certificate has been converted or ported into individual life insurance policies issued by the Company upon the termination of a certificate holder's employment; provided that nothing in this definition is intended to or shall affect the eligibility criteria for a certificate holder from those enumerated in the written terms of any applicable group life insurance policy or, if applicable, the plan documents pursuant to which the group life insurance policy is offered, or preclude the Company from asserting an exception based on lack of eligibility under Section 3.A(iii)(b) of the Agreement.

- (s) **"Scope of the Audit"** means all unclaimed property that is required to be reported and remitted to a Signatory State, as defined by the terms of this Agreement, 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, 2013, regardless of whether they are currently listed as active, and including, but not limited to, policies identified as lapsed, expired, matured, 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) Proceeds due under group life insurance policies or group annuities (including group life insurance and group annuity certificates issued thereunder), mortgage life insurance policies, or credit life insurance policies for which the Company is not, and was not at the time of death, the Record keeper, except for group life insurance, and group annuity, mortgage life insurance, or credit life insurance claims received for which the Company, from information in its administrative systems, or the administrative systems of any third party retained by the Company, 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; and (3) any policy or certificate of life insurance that provides a death benefit under any Federal employee benefit program, including without limitation the Servicemembers Group Life Insurance and Veterans Group Life Insurance Programs, which, through Federal law or regulation, prohibits escheatment.

- (t) **"Signatory State"** means one or more of the Participating States that have executed this Agreement.
- (u) **Unclaimed Property Report ("UPR")** means a report prepared and submitted to the Company by Auditor to identify property that Auditor has determined may be

payable to a Signatory State by the Company. The UPRs will be delivered by Auditor according to the formats described in **Schedule C** and the procedures set forth in **Schedule D**.

- (v) **"UP Laws"** means the Unclaimed Property/Escheat Laws of the Signatory States, as applicable.
- (w) **"Auditor"** means Verus Financial LLC, its successors and assigns.

2. Effectiveness

A. Effective Date

This Agreement shall not become effective until executed by the Company, the two (2) Lead Signatory States, and an additional number of Participating States such that the total number of Signatory States equals two-thirds (2/3) of all Participating States. The Agreement shall initially be executed by the Company and Auditor, as the authorized third party auditor for the Participating States, no later than October 30, 2015, followed by the Lead Signatory States, and Participating States, which shall take place no later than January 29, 2016. The "Effective Date" of this Agreement shall be the date upon which Auditor provides notice to all Parties that this Agreement has been executed by two-thirds (2/3) of the 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 29, 2016, 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 12, 2016, 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 12, 2016, 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 Auditor 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 that state or jurisdiction's claims 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 Auditor on behalf of an additional state or jurisdiction, Auditor 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 Auditor, unless the Company elects to receive those unclaimed property reports at an earlier time agreed to between the Company and Auditor.

3. Remittance of Proceeds Payable to Signatory States

Solely for purposes of concluding the Audit and solely with respect to property that is subject to this Agreement, the Signatory States and the Company agree to the following procedures.

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) Auditor 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 Auditor in accordance with **Schedule B**, and for which Auditor has determined that Proceeds may be payable. All UPRs that Auditor 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 Auditor 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 3.E herein and **Schedule D, Section II**, the Company shall provide Auditor 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 Auditor 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; the death indicated was the first of two insureds to die under a second-to-die policy); (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) if an Annuity Contract, the Beneficiary has re-registered or recorded the contract with the Company as a beneficial owner and any contractually permitted five-year period under Section 72(s)(1)(B) of the Internal Revenue Code (including the special rule for a surviving spouse), if applicable, or any contractually permitted period under the five-year rule of Section 401(a)(9)(B) of the Internal Revenue Code (including the special rule for a surviving spouse), if applicable, has not expired, or the benefits are being paid over the life of the beneficiary under Section 72(s)(2) or 401(a)(9)(B) of the Internal Revenue Code; (i) a claim for the value of any benefits payable upon death already is in the process of being paid by the Company to a Beneficiary and the benefits will be paid within the time allotted for payment following confirmed contact with a Beneficiary as set forth in **Schedule D**; (j) for claims received under non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder), Annuity Contracts, mortgage life insurance policies, or credit life insurance policies, and for group life insurance certificates where a disability or other waiver of premium or accelerated death benefits has been granted, the Company lacks and/or is unable to obtain sufficient information necessary to determine that the benefits are due or is unable to determine the amount of the Proceeds; (k) all benefits payable upon death are remittable to a non-Signatory State or are the subject of pending litigation; (l) all benefits payable upon death are due under a participating group life insurance policy subject to retrospective experience rating, so long as any related premium stabilization reserve shall upon termination of such group insurance policy be payable by the Company to (1) the group customer for the benefit of the plan participants or (2) the plan; (m) group marketed corporate,

bank, and institutional owned policies where the beneficiary is the policy owner, the Company is in contact with the policy owner, and there are no other individual beneficiaries; (n) private placement variable universal life products and private placement variable annuities where the Company is in contact with the policy owner or contract owner; and/or (o) 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 Auditor if it believes the date of death is different than the date of death provided by Auditor 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 only, the Dormancy Period is deemed to commence 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: (a) pending legal proceedings to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds; (b) pending legal proceedings 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; (c) pending legal proceedings to resolve whether there was fraud or misrepresentation or lack of insurable interest with regard to policy or contract issuance; (d) the Proceeds are payable to an individual who has not reached the age of majority under the applicable state law, provided that the Company has

had documented contact with the minor or his or her representative; or (e) 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 legal or properly designated 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 email 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 or any agent acting on its behalf 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, exclusive of interest (other than interest payable under Section 3A(vii) below), 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 posted after the date of death shall not be reversed. For variable life insurance, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts at the close of business on the seventh (7th) business day prior to the date Proceeds are remitted to a Signatory State.

(b) Proceeds under Annuity Contracts with a death benefit shall be determined according to the contract terms, exclusive of interest on a death benefit (other than interest, if any, payable under Section 3A(vii) below), except that: (1) 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 at the close of business on the seventh (7th) business day prior to the date Proceeds are remitted to a Signatory State; and (2) with respect to those Proceeds that remain in fixed annuities, the Company shall determine Proceeds based on the values of the account within ten (10) days prior to 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 processed for remittance to a Signatory State as a result of this Agreement.

(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 or with respect to Proceeds escheated prior to the commencement of the Audit. With respect to Annuity Contracts no interest will be paid except where the death benefit values were placed in a suspense account or money market account earning less than three (3) percent interest for over ninety (90) days, then interest representing the difference between three (3) percent 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, provided that any action under the Signatory State's UP Laws shall be limited to that portion of the Proceeds that were not timely remitted. 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) Auditor 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 Auditor 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 3.E herein and **Schedule D, Section II**, the Company shall provide Auditor 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 Auditor 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 business (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); (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 the Proceeds were already 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; (g) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized or is in the process of being annuitized as a result of confirmed contact with the Beneficiary per the terms of the contract; (h) the value of any Proceeds payable upon the Maturity Age or Maturity Date is in the process of being paid by the Company as a result of confirmed contact with the Beneficiary per the terms of the contract; and/or (i) the life insurance policy (including any group life insurance certificate issued thereunder) or Annuity Contract is not within the Scope of the Audit. The Company shall further provide notice to Auditor if it has determined that the Maturity Age or Maturity Date is different than the Maturity Age or Maturity Date provided by Auditor 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, or any revised Maturity Age, Maturity Date or other deferral expiration, as confirmed in writing to the

Company by such owner, and is restarted upon documented contact with the owner of the relevant policy, group life insurance certificate or Annuity Contract. For purposes of this Section, “documented contact” includes: (a) administrative actions such as a request by the policy owner, Beneficiary, Annuity Contract owner, annuitant, or the legal or properly designated representative thereof, to maintain the policy or Annuity Contract, defer annuitization, surrender or accept other payment to be received from the policy, group life insurance certificate, or Annuity Contract; change the designation of a Beneficiary, Annuity Contract owner or annuitant; or change an address or contact information; or (b) financial transactions such as a non-automated withdrawal (including, without limitation, election of a guaranteed minimum withdrawal or accumulation benefit(s)); refusing rider fee change increases; commencing or altering a required minimum distribution pursuant to the Internal Revenue Code and/or exercising any premature withdrawal privileges; additions of premium; a non-automated request to transfer funds, or 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.

(v) The running of the Dormancy Period shall not be tolled for any reason other than: (a) pending litigation to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds; (b) 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; (c) pending litigation to resolve whether there was fraud or misrepresentation or lack of insurable interest with regard to policy or contract issuance; or (d) 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.

(vi) If the Company locates the owner of the relevant policy, group life insurance certificate or Annuity Contract, or such person's legal or properly designated 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 email address of the contacted person.

(vii) Proceeds shall be determined without deduction of any fees other than those permitted by the policy or contract. The Company agrees that it or any agent acting on its behalf will not charge Beneficiaries costs associated with this Agreement.

(viii) Proceeds remitted by the Company to a Signatory State under an Annuity Contract shall include the current account value as follows: (a) for a variable Annuity Contract, based on the value of assets held in the underlying separate account at the close of business on the seventh (7th) business day prior to the date Proceeds are remitted to a Signatory State, and (b) for a fixed Annuity Contract, based on the account value within ten (10) days of the date the Proceeds are remitted to a Signatory State and 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.

(ix) 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 shall include a reversal of any amounts deducted from

the policy after the Maturity Age, 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 Maturity Age but posted after the Maturity Age shall not be reversed. For variable life insurance, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts at the close of business on the seventh (7th) business day prior to the date Proceeds are remitted to a Signatory State. 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, provided that any action under the Signatory State's UP Laws shall be limited to that portion of the Proceeds that were not timely remitted. 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) Auditor will submit UPRs to the Company in accordance with **Schedule D** identifying dormant retained asset accounts that Auditor has determined may be payable. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section 3.E herein and **Schedule D, Section II**, the Company shall provide Auditor 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 Auditor 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 business (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; (c) the value of the retained asset account has in fact been remitted to the owner or escheated as unclaimed property; (d) the funds in the retained asset account are remittable to a non-Signatory State or are the subject of pending litigation; and/or (e) the retained asset account is not within the Scope of the Audit. 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 processed to be remitted to a Signatory State as a result of this Agreement. 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, provided that any action under the Signatory State's UP Laws shall be limited to that portion of the Proceeds that were not timely remitted. 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 Unclaimed Property Reports

- (i) The following shall be the procedures for resolving disputes regarding UPRs.
- (ii) If Auditor disputes an exception taken by the Company to a UPR, Auditor shall provide notice and supporting documentation or explanation 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) Following receipt of notice of a dispute, Auditor and the Company shall

meet to resolve the dispute and conclude the dispute resolution process within the time specified in **Schedule D, Sections I and II.**

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

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

F. 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 life insurance policy, group life insurance certificate, or Annuity 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 F.(i)(c) and F.(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.

G. Reporting and Remitting Proceeds

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

(ii) The Company shall provide Auditor 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 policies, contracts, account or 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, were owed, or were improperly withheld or retained by the Company, or an admission by the Company that the Company had any legal or contractual obligation to conduct DMF searches in order to determine whether an insured, Annuity owner or annuitant or retained asset account owner was deceased.

(ii) Upon the execution of the Agreement by the Company and Auditor, to the extent that it has not already done so, and provided it is within the Scope of the Audit or reasonably requested by Auditor to identify Proceeds that are within the Scope of the Audit, the Company shall provide to Auditor: (a) the underlying detailed information (defined for the purposes of this paragraph as the policy or contract number, full name, date of birth, Social Security number, and address, where available) regarding all potential matches the Company has identified as a result of comparisons it has performed of its life insurance policies, Annuity Contracts, or retained asset accounts against the DMF subsequent to the initiation of the Audit; (b) a list of all matches the Company has determined to be valid; (c) a list of all matches the Company has determined to be invalid and/or for which no Proceeds are payable, as well as the specific grounds for such determinations (e.g., the Proceeds were previously paid); (d) a list of all policies or contracts where a match has been made and the Company has determined that Proceeds under the policies or contracts are subject to escheatment; and (e) a list of all policies or contracts where a match has been made and the Company has paid the Proceeds under the policies, as well as information identifying all Beneficiaries of these policies or contracts that have been paid. Thereafter, by the 25th day of every month, the Company will provide Auditor with a list of any additional unclaimed life insurance policies, Annuity Contracts, or retained asset accounts within the Scope of the Audit the Company has identified or become aware of that may be unpaid, as well as a list of any such policies, contracts or accounts for which the Company has either attempted to contact a customer to confirm a death or obtain additional identity information or initiated due diligence as a result of a DMF match or potential match. The Company agrees that all life insurance policies, Annuity Contracts or retained asset accounts on any such lists that meet the

conditions for escheatment under the terms of this Agreement shall be processed in accordance with the terms of this Agreement.

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

(iv) For the Duration of the Audit, the Company shall provide Auditor with reasonable access to the Company's data and systems through a Company employee to respond to queries made by Auditor' personnel to test the completeness and accuracy of all records provided by the Company.

(v) 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.).

(vi) Upon request, the Company agrees to provide reasonable assistance to a Signatory State to aid the Signatory State in determining the validity of claims made upon the Proceeds remitted.

(vii) 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. Any payment, delivery or reporting of unclaimed property by the Company that complies with the requirements of this Agreement shall be deemed to have been made in good faith. 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 of a Signatory State.

(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 remitted or remittable prior to calendar years through and including report year 2013, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts or group annuity contracts (including group life insurance or annuity certificates issued thereunder) where a claim is received after calendar year 2013, regardless of the date of the death upon which the claim is based.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to paragraphs 3.A-3.D 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 remitted or remittable prior to calendar years through and including report year 2013, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts or group annuity

contracts (including group life and group annuity insurance certificates issued thereunder) where a claim is received after calendar year 2013, regardless of the date of the death upon which the claim is based. The Signatory 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.D, 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 2013 pursuant to paragraphs 3.A-3.D.

(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) That Auditor shall 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 Auditor pursuant to contracts with any Signatory State and those materials necessary to resolve any outstanding disputes pursuant to Section 3.E herein, in accordance with the terms of the Non-Disclosure Agreement which is attached hereto as **Schedule E**.

(viii) 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.

(ix) 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.

(x) This Agreement represents a compromise of disputed matters between the Parties and the Parties agree that by negotiating and entering into this Agreement, the Company does not admit any wrongdoing or liability of any kind. Neither this Agreement, nor any act performed or document executed in furtherance of this Agreement, nor any discussions or communications leading to this Agreement, is now or may be deemed in the future to be an admission of or

evidence of liability or any wrongdoing by the Company or any of its current or former affiliates, subsidiaries, officers, directors, employees, agents, or representatives. Neither this Agreement, nor any discussions or communications leading up to this Agreement nor any act performed or document executed in connection with this Agreement may be cited, used, presented, or introduced in any action or proceeding as proof of any wrongful conduct or liability on the part of the Company, nor shall it be construed as, offered as, used as, or deemed to be evidence of or an admission or concession of any liability or wrongdoing or violation of any applicable provision of law or regulation whatsoever by the Company or as a waiver by the Company of any applicable legal or equitable defense. However, nothing in this provision shall limit any right of the Parties to cite or refer to this Agreement for any other purpose including enforcement of this Agreement.

(xi) 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 Company'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.

(xii) This Agreement shall not confer any rights upon any person or entities other than the Parties and is not intended to be used for any other purpose. Nothing in this Agreement shall be construed to provide for a private right of action to any person or entity. 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 Signatory States.

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

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

(xv) 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.

AXA EQUITABLE LIFE & ANNUITY COMPANY
AXA EQUITABLE LIFE INSURANCE COMPANY
US FINANCIAL LIFE INSURANCE COMPANY
MONY LIFE INSURANCE COMPANY OF AMERICA
MONY LIFE INSURANCE COMPANY

By: 
Paul R. Boucher
Its: Lead Director/Vice President

Date: October 30, 2015

VERUS FINANCIAL LLC
(as authorized third-party auditor of the Participating States)

By: 
Its: Chief Executive Officer

Date: 11/2/15

Exhibits Index

- Schedule A:** Participating States
- Schedule B:** Rules for Identifying Death Matches
- Schedule C:** Unclaimed Property Report Information and Format
- Schedule D:** Reporting and Remittance Procedures
- Schedule E:** Non-Disclosure Agreement dated December 9, 2011
- 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 Auditor is conducting of Company:

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

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES

In comparing Company's records of its insureds, Annuity Contract owners or annuitants, as applicable to the payment of the death benefit, 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 Company'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 Company's records of its insureds, Annuity Contract owners or annuitants, and retained asset account owners against the DMF, Auditor shall divide the matches it identifies into four categories in accordance with the rules set forth below.

Category 1: "Exact" 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 Company 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 Company 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 Company 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 Company do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (e.g., 000000000, 999999999, 000006789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by Company 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 2 above, then Auditor 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 Company for the insured, then a Category 3 Match will be considered to have been made.

Category 4: Applicable Only if Company has Policies which are Missing Certain Data, as Described Below

A Category 4 Match occurs in any of the following circumstances:

1. For all life insurance policies for which the Company provided neither a complete Social Security Number nor a complete, non-calculated Date of Birth:
 - a. If (i) the DMF First and Last Names match the Company supplied records either exactly or according to the Fuzzy Match Criteria listed below for at least one person, (ii) such person was born within the 2 year birth range (from 1 year before to 1 year after) for the insured as computed from the year of issue and age at issue data supplied by the Company, and (iii) such person is at least 60 years of age, the Company shall either accept the match as valid or supply Auditor with a complete Date of Birth and/or Social Security Number for the insured from the physical policy file. If the Company supplies Auditor with a complete Date of Birth and/or Social Security Number from the policy file, the standard match rules shall then be applied to the new identity information.
 - b. If the policy file contains neither a complete Date of Birth nor a Social Security Number for the insured, then a match will be considered made if (i) there is one, and only one, person, listed in the DMF who was born within the 2 year birth range (from 1 year before to 1 year after) for the insured as computed from the year of issue and age at issue data supplied by the Company, or (ii) there are more than one such matched persons as described in clause (i) but only one such matched person lived in the same state (listed in the DMF) as the insured, which was recorded on the Company's administrative systems.

Fuzzy Match Criteria:

1. A "First Name" fuzzy match includes one or more of the following:
 - a. First Name nicknames: "JIM" and "JAMES." Auditor 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 for a First Name at least five characters in length: "HARRIETTA" and "HARRIETA."
 - e. 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. 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 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: "MACHIABELLI" and "MACHIARELI."
 - 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: "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

match 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 1 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).
 - ii. Only 1 entry mistake per full date is allowable: "03/27/1945" and "03/28/1946" are not a match under Rule 3(a).
 - b. Transposition of month and day portion of the Date of Birth: "05/11/1935" and "11/05/1935."
 - c. If either Company'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 Company's systems does not conflict with the data contained in the DMF. By way of example, if Company'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 Company provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the Company provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the Company provided Date of Birth is within 2 years either before or after the DMF listed Date of Birth.
 - e. If the Company provided First and Last Name match exactly and there is an inaccurate, missing or incomplete Social Security Number, a match will be considered made if:
 - i. The Company supplied Date of Birth is a default Date of Birth (e.g., 01/01/1915) and the DMF year of birth is either an exact match or the DMF Date of Birth is within 1 year either before or after the Company provided Date of Birth (e.g., 01/01/1915 & 02/25/1915 or 01/01/1915 & 02/25/1916);
 - ii. The Company supplied Date of Birth matches exactly with the DMF month and day of birth and the DMF year of birth is within 5 years either before or after the Company supplied Date of Birth (e.g., 02/25/1915 & 02/25/1913 or 02/25/1915 & 02/25/1916);
 - iii. The Company supplied Date of Birth matches exactly with the DMF month and year and the DMF day of birth is not a match (e.g., 02/25/1915 & 02/15/1915 or 02/25/1915 & 02/7/1915); or
 - iv. The DMF Date of Birth is within 5 years either before or after the Company supplied Date of Birth and a search of that individual's First and Last Name and Social Security Number (listed on the DMF) in Accurint for Insurance or an equivalent database results

in an address matching an Company address for that policy, contract or account.

4. A "Social Security Number" fuzzy match includes one of the following:
 - a. Two Social Security Numbers with a maximum of 2 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 9 digits in length (with a minimum of 7 digits) and is entirely embedded within the other Social Security Number: "1234567" and "0123456789."

Reports of Matches

Auditor shall only include Category 1 Matches, Category 2 Matches, Category 3 Matches, and Category 4 Matches in a UPR upon verifying that it believes a benefit may be payable based upon the data that Auditor 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 Company is able to produce evidence sufficient to establish that the unique biological individual identified on Company'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 (including a group life insurance certificate issued thereunder), Annuity Contract, or retained asset account is not found to be a match in accordance with the foregoing rules, Auditor may submit, in a separate report to be provided concurrently with the provision of Auditor's next due UPR, evidence sufficient to establish that a unique biological individual identified on Company's data is the same as a unique biological individual identified on the DMF. Once a match is submitted by Auditor pursuant to the preceding sentence, no other such matches shall be submitted for the individual so identified. In the event that Company and Auditor 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**. Auditor and Company 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), Auditor and Company agree to use best efforts to develop new criteria for Auditor's identification of matches.

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

Report Information:

UPRs will only include property that Auditor believes to be payable in accordance with the terms of this Agreement.

Report Formats:

The following schedules set forth the specific data elements that shall be provided for each UPR submitted in accordance with the terms of this Agreement (with each data element representing a column heading on a report). Prior to the first submission of each of the below schedules, Company and Auditor will meet in order to make any changes to the column headings that are operationally necessary and mutually agreeable.

Schedule C-1: UPRs

- a) Life Insurance Report & Group Life Insurance Report
- b) Annuity Report
- c) Retained Asset Account Report

On each of the schedules set forth above, data elements that represent Company data are indicated with a "(C)," data elements that represent Auditor data are indicated with a "(A)," data elements that represent DMF data are indicated with a "(DMF)" and data elements that represent YES/NO are indicated with a "(Y/N)."

SCHEDULE C-1: UPRs

a) Life Insurance Report & Group Life Insurance Report

Company Code (C)
Admin System (C)
Product Line Code (C)
Policy Number (C)
Policy Issue Date (C)
Auditor Record Control ID (A)
Escheatment Reason (A)
Overall Match Category Assignment (A)
Overall Perfect Matched Fields (A)
Insured Full Name (C)
DMF Full Name (DMF)
Insured First Name (C)
DMF First Name (DMF)
First Name Perfect Match (A)
Insured Last Name (C)
DMF Last Name (DMF)
Last Name Perfect Match (A)
Insured SSN (C)
DMF SSN (DMF)
SSN Perfect Match (A)
Insured Date of Birth (C)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (A)
Insured Address (C)
Insured State (C)

Death or Maturity Date (A)
Dormancy Period Expiration Date (A)
State of Escheatment (A)
Current Policy Status (C)
Current Policy Status Effective Date (C)
Indication of Co-insured (Y/N) (A)
Indication of Payment (Y/N) (A)
Property Type Code (A)
Original Face Amount (C)
Due Diligence Category (A)

SCHEDULE C-1: UPRs

b) Annuity Report

Company Code (C)
Admin System (C)
Product Line Code (C)
Contract Number (C)
Contract Issue Date (C)
Auditor Record Control ID (A)
Escheatment Reason (A)
Death of Annuitant or Owner (A)
Overall Match Category Assignment (A)
Overall Perfect Matched Fields (A)
Annuitant/Owner Full Name (C)
DMF Full Name (DMF)
Annuitant/Owner First Name (C)
DMF First Name (DMF)
First Name Perfect Match (A)
Annuitant/Owner Last Name (C)
DMF Last Name (DMF)
Last Name Perfect Match (A)
Annuitant/Owner SSN (C)
DMF SSN (DMF)
SSN Perfect Match (A)
Annuitant/Owner Date of Birth (C)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (A)
Annuitant/Owner Address (C)
Annuitant/Owner State (C)
Date of Death or Date of Maturity (A)
Dormancy Period Expiration Date (A)
State of Escheatment (A)

Current Contract Status (C)
Current Contract Status Effective Date (C)
Indication of Co-annuitant (Y/N) (A)
Indication of Payment (Y/N) (A)
Property Type Code (A)
Current Contract Value (C)
Due Diligence Category (A)

SCHEDULE C-1: UPRs

c) Retained Asset Account Report

Account Number (C)
Account Open Date (C)
Auditor Record Control ID (A)
Escheatment Reason (A)
Overall Match Category Assignment (A)
Overall Perfect Matched Fields (A)
Account Owner Full Name (C)
DMF Full Name (DMF)
Account Holder First Name (C)
DMF First Name (DMF)
First Name Perfect Match (A)
Account Holder Last Name (C)
DMF Last Name (DMF)
Last Name Perfect Match (A)
Account Holder SSN (C)
DMF SSN (DMF)
SSN Perfect Match (A)
Account Holder Date of Birth (C)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (A)
Account Owner Address (C)
Account Owner State (C)
Date of Death or Date of Last Activity (A)
Dormancy Period Expiration Date (A)
State of Escheatment (A)
Property Type Code (A)
Current Account Balance (C)
Due Diligence Category (A)

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.

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").

The Company and Auditor shall meet in good faith to establish a timetable for the submission of UPRs, subject to the following understandings:

(i) The first set of UPRs shall be issued as soon as practicable after the Effective Date of the Agreement and shall identify Proceeds already in the Company's unclaimed property system for which Auditor has completed its review as of the time this first set of UPRs is issued.

(ii) Thereafter, on the first day of each calendar month, Auditor may submit a UPR identifying all life insurance policies, Annuity Contracts, or retained asset accounts identified on any list supplied to Auditor in accordance with Section 4(ii) of the Agreement that Auditor has determined meet the conditions for escheatment under the terms of the Agreement.

(iii) In addition to the foregoing, Auditor 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 beginning no later than ninety (90) days following the Effective Date of the Agreement or receipt of complete and functional data from the Company, whichever is later.¹

(iv) It is contemplated that the Audit will be completed no later than 24 months from submission of the first set of UPRs, subject to data-related issues and/or receipt of necessary information from the Company.

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.

The UPRs shall identify only one unique individual per certificate, contract, policy or account. 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 Company's data, as determined using the matching procedures of **Schedule B**. Once a match is submitted by Auditor, no other matches shall be submitted for that certificate, contract, policy or account unless it is based on additional information that is received from Company or information uncovered by Company as a result of Company's UPR review.

II. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS

A. Review of Unclaimed Property Report

Company 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 an UPR, provided, however, that Company shall have up to forty-five (45) days to review each Group Life Insurance Report. Once Company 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 Auditor with a list identifying: (i) all Proceeds that it agrees are subject to escheatment in accordance with Sections III and IV below; and (ii) the exceptions for Proceeds that Company has determined do not meet the criteria for escheatment, together with the specific reasons for its determinations. Where the grounds for the exceptions are based on documents or data that have not been previously provided to Auditor, Company shall, upon the request of the Auditor, provide such data or documentation within a reasonable time period following the Auditor's request, not to exceed ten (10) days.

B. Review and Reconciliation of List of Exceptions

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

If Auditor disputes an exception to an UPR, then Auditor and Company shall meet in good faith to resolve the dispute within twenty (20) days after Auditor notifies Company of its intent to dispute any listed exceptions. All property that Company 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 Company and Auditor first meet to discuss each UPR may be referred by either Company or Auditor for the dispute resolution process described in Section E of the Agreement. At the conclusion of the Audit (or in accordance with any instructions provided to Auditor by a Signatory State), Auditor shall provide notice to a Signatory State of all exceptions Company has taken to an UPR and as to which Auditor has agreed that no Proceeds are payable.

III. POST-RECONCILIATION PROCESSING FOR PROCEEDS IDENTIFIED ON UPRs TO BE REMITTED TO SIGNATORY STATES

Company 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: (a) Upon An Event of Death Under Life Insurance Policies (including Group Life Insurance Certificates Issued Thereunder), Annuity Contracts, or Retained Asset Accounts; (b) Upon Life Insurance Policies Reaching Maturity Age; and (c) Under Retained Asset Accounts, but Excluding Property Due (a) Under Variable Life Insurance Policies (including group life insurance certificates issued thereunder) and Variable Annuity Contracts and (b) Upon an Endowment Policy With a Maturity Age of 75 or Less Reaching Maturity Age**

i. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts where: (a) the Company has performed due diligence for no less than the amount of time set forth in Subsection (ii) below and the property is already in the Company's unclaimed property system; (b) the Company does not have a last known address for the Beneficiary; or (c) the Company has made efforts to locate the Beneficiary subsequent to the initiation of the Audit for no less than the amount of time set forth in Subsection (ii) below but has not been able to locate or pay the beneficiary.

All Proceeds within this category where the property is already in the Company's unclaimed property system shall be immediately subject to reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below.

All Proceeds within this category where the Company does not have a last known address for the Beneficiary immediately shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below after allowing ten (10) days for the Company to calculate the amounts due under each policy, contract or account. Company shall be deemed to have no last known address for a Beneficiary where, according to the Company's books and records: (a) there is no last known address for the Beneficiary, insured, owner and retained asset account owner; or (b) there is a bad address indicator on the policy, contract or account record for all last known addresses for all of the foregoing.

For Proceeds within this category where the Company made efforts to locate the Beneficiary subsequent to the initiation of the Audit but has not been able to locate or pay the Beneficiary, Company shall be deemed to have already conducted reasonable due diligence based on the previous searches it has conducted. For Proceeds within this category Company

may elect to write one letter and send one email to the Beneficiary based on information contained in the Company's files for that life insurance policy, Annuity Contract or retained asset account, but all property within this category immediately upon execution of this Agreement shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below after allowing ten (10) days for the Company to calculate the amounts payable under each life insurance policy, Annuity Contract or retained asset account.

In no event may property under this subsection be excluded from reporting and remittance pursuant to Sections III.B and IV below unless Company has made confirmed contact with a Beneficiary, or the legal or properly designated 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 Company has made contact with a Beneficiary, or a Beneficiary's legal or properly designated representative, and has begun to collect the documentation and information necessary to process the claim. Thereafter, Company shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which Company makes contact with the Beneficiary or the Beneficiary's legal or properly designated representative. Company shall make payment of the claim per the terms of the applicable life insurance policy, Annuity Contract or retained asset account following contact with a Beneficiary, or the legal or properly designated representative of a Beneficiary. If at the end of this two (2) calendar month period Company has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below.

If Company makes confirmed contact with the Beneficiary or the Beneficiary's legal or properly designated representative but is unable to pay the Proceeds within the two (2) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Company'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 if there is no last known address for the Beneficiary.

ii. Proceeds 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 Company may conduct to contact the Beneficiary for Proceeds within this category. Company will have a two (2) calendar month due diligence period to make confirmed contact with a Beneficiary or confirmed contact with the legal or properly designated representative of a Beneficiary, commencing at the end of the calendar month during which Company has confirmed that the property is subject to escheatment under Section II.A. For purposes of this subsection, "confirmed contact" means Company has made contact with a Beneficiary or a Beneficiary's legal or properly designated representative, and has begun to collect the documentation and information necessary to process the claim. If Company has not made confirmed contact by the end of the two (2) calendar month due diligence period, the Proceeds shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below. If Company has made confirmed contact within

the two (2) calendar month due diligence period, Company shall pay the Beneficiary within two (2) calendar months from the expiration of the due diligence period. If at the end of this second two (2) calendar month period Company 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 Sections III.B and IV below. Company shall make payment of the claim per the terms of the applicable life insurance policy, Annuity Contract or retained asset account following contact with a Beneficiary, or the legal or properly designated representative of a Beneficiary.

If Company does not make confirmed contact with the Beneficiary or the Beneficiary's legal or properly designated representative by the end of the two (2) calendar month due diligence period, or pay the Proceeds within the two (2) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Company'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: (a) Upon Annuity Contracts Reaching the Maturity Date; (b) Under Variable Life Insurance Policies (including Group Life Insurance Certificates Issued Thereunder) and Variable Annuity Contracts; and (c) Upon an Endowment Policy With a Maturity Age of 75 or Less Reaching Maturity Age

Company shall send one or more notification letters to, and may otherwise attempt to notify, the Beneficiary. If there is no response to a notification letter within 180 days (six months) after the initial notification letter is sent and the property is not paid to the Beneficiary in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Sections III.B and IV below.

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

B. Reporting of Results of Due Diligence for UPRs

Within five (5) business days following the end of each calendar month, Company shall provide Auditor 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 or properly designated representative has been made but the property remains to be paid out, and all property that is to be remitted to a Signatory State. Auditor may perform appropriate audit techniques to confirm that Company fully paid the Proceeds to the Beneficiary following the due diligence process.

Company shall provide Auditor 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 or maturity calculation for each escheatable policy, contract, and account. Such documentation shall include access to all post date of death debit/charges or additions to the account, including but not limited to loans, premiums, service fees, interest, dividends, etc. Auditor 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 AND DELIVERY PROTOCOL FOR PAYMENT OF PROCEEDS TO A SIGNATORY STATE

Records of Property to be escheated will be generated on the last day of the calendar month: (a) in which the one calendar month review period for property in the Company's unclaimed property system ends; (b) in which the due diligence period ends; or (c) in which the valuation period provided for in Section III.A.1(i) ends if it is determined that no due diligence is required with respect to the Proceeds.. Payment of all Proceeds to be reported and remitted shall be delivered as of the 10th day of the following month.

Company agrees that all Proceeds to be reported and remitted to a Signatory State pursuant to this Agreement shall be reported by Company to a Signatory State with a notation indicating that the report is made pursuant to the Audit, and shall be remitted by Company to the Signatory State either through Auditor or in accordance with Auditor' instructions. Further, Company agrees that it shall provide to Auditor a copy of all such reports and remittances. Company 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 Company 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 Auditor. The Signatory State and Auditor shall have access to all relevant records documenting the identification of the Beneficiary and the remittance of Proceeds pursuant to this Section.

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

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

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

Where Auditor is to provide notice to a Signatory State under Section 3.E of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by Auditor.

Where a Signatory State is to provide notice or a report to Company under Section 3.E of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by the Signatory State to Company.

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Paul Boucher, of Company, or Steven Haley, of Auditor, for resolution.

SCHEDULE E

**NON-DISCLOSURE AGREEMENT
EXECUTED DECEMBER 9, 2011**

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is effective as of December 9, 2011 ("Effective Date") by and between AXA Financial, Inc. and its subsidiaries and affiliates including AXA Equitable Life and Annuity Company, AXA Equitable Life Insurance Company, MONY Life Insurance, MONY Life Insurance Company of America, and US Financial Life Insurance Company (collectively, "AXA"), and Verus Financial LLC ("Recipient"). The contents of this Agreement shall be confidential.

Recipient is conducting an unclaimed property audit and examination (collectively "Examination") of AXA on behalf of the participating states as defined by and limited to those states included on Exhibit A to this agreement, ("Participating States"). AXA will be disclosing certain information to the Recipient some of which is non-public, confidential, trade secret and otherwise proprietary to AXA. 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 AXA. To the extent that any of the information is 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 or receiving such information by virtue of Recipient having entered into this Agreement. Recipient covenants that all Information that has come into possession of the Recipient during the Examination shall not be used by Recipient in any other examination without the written consent of AXA prior to any disclosure or use of such information. After the Effective Date of this Agreement the Recipient may receive authorization from additional states to perform an unclaimed property examination of AXA. In order to participate in the current Examination being conducted by Recipient after the Effective Date of this Agreement, AXA must be provided with a signed authorization from the state and AXA must agree in writing to the addition of the state, at which time Recipient will provide an updated Exhibit A to this Agreement. Recipient covenants that it shall not use the Information which comes into its possession during the course of this Examination to in any way encourage or solicit a state or jurisdiction not listed on Exhibit A to conduct an examination of AXA. Nothing in this Agreement shall be construed as AXA consenting to or agreeing to Recipient conducting any examination of any kind other than the Examination.

In consideration of AXA'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 AXA to Recipient in connection with the Examination (including, without limitation, books, records, documents, software, electronic files and databases, audited and interim financial statements, general ledgers and journals, audit reports and opinions (excluding non-final drafts of the same), unclaimed property reports and Securities and Exchange Commission reports, National Association of Insurance Commissioners reports, and federal and state tax returns), 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) 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

Participating States in the Recipient's work papers.

2. Restrictions on Disclosure and Use. The Recipient will (a) disclose Information only to (i) the appropriate personnel at the Participating States, provided, however, that AXA may place marks, stamps or other notations on any Information provided to Recipient regarding the Information's confidential and proprietary nature, and/or may provide such Information to Recipient accompanied by a written request that the Information be treated as confidential under the Participating States' confidentiality laws, and Recipient shall include any such marks, stamps, or other notations, or any such written request for confidential treatment, when any such Information is provided by Recipient to a Participating State, and (ii) the Recipient's employees, agents and representatives who have a need to know it for the Examination and who, by virtue of this Agreement, are obligated to respect the confidentiality of the Information, (provided further that any agents or representatives of the Recipient to whom Information is disclosed shall have first executed a copy of this Nondisclosure Agreement); (b) 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; (c) use the Information solely for the purpose described above; (d) not, absent the written permission of AXA, use the Information in any manner which is adverse to AXA, including, without limitation, the representation of any third party in any legal, regulatory or other action against AXA that involves, or is related to the Information, beyond findings made in connection with the Examination; and (e) 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 AXA that may call for disclosure of the same information under this Agreement. To the extent that any of the information 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 or receiving such information by virtue of Recipient having entered into this Agreement. All Information that has come into possession of the Recipient during the Examination shall not be used by Recipient in any other examination of AXA without the written permission of AXA. Absent AXA's written permission, no former AXA employee employed by AXA within the past 10 years may participate in any way whatsoever in the Examination; with respect to any AXA employee who was employed by AXA more than 10 years ago, Recipient will provide notice of the former employee's participation. Additionally, no former employee of Recipient may participate or represent AXA in any way whatsoever in the Examination to the extent that the former employee has signed a confidentiality or other agreement with Recipient, which has been provided to AXA, which would preclude their involvement in the Examination. Recipient warrants and represents that, no personnel working on the Examination at any time shall have any direct or material indirect economic interest in AXA. Recipient acknowledges that it is aware, and that Recipient's personnel have been advised, that the United States securities laws prohibit any person having non-public material information about a company with publicly traded securities from purchasing or selling securities of that company.

3. Compelled Disclosure. If the Recipient is served with a judicial or other governmental order seeking production of the Information, it will use reasonable efforts to (a) assure that the Information is maintained in confidence, and (b) notify AXA of the existence of the order as soon as possible prior to production of any Information and cooperate with AXA in its efforts to obtain a protective order or other judicial relief

4. Accidental Disclosure. The Recipient will promptly notify AXA upon discovery of any accidental or unauthorized use or disclosure of any Information and will cooperate with AXA 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 authorized and required by contract or by law. Recipient shall retain the audit work papers (which may include the Information) in a secure environment for no longer than the period of time specified in Recipient's contract with the Participant States or the Participating State's record retention requirements, whichever is longer, at which time, they shall be destroyed. At the end of the applicable period, electronic records containing AXA Information must be destroyed or the Information must be purged from all computer drives, back-up systems and any other electronic media. Such destruction must be certified in writing to AXA by an authorized Recipient supervising such destruction. With respect to electronic records containing Information received and/or maintained by Recipient, Recipient shall restrict access to such records to those personnel assisting with the Examination. Further, to the extent that AXA marks any records, including electronic files, as "Confidential", Recipient shall not alter and/or remove such demarcation.

6. Remedies. The Recipient acknowledges that AXA 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 AXA may have to obtain an award of damages or other relief upon the Recipient's breach of this Agreement, AXA 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 AXA for reasonable legal fees and costs incurred to enforce the agreement. Recipient may also be required to reimburse AXA for reasonable legal fees, costs and damages AXA is found to have sustained as a result of the breach.

7. General. (a) This Agreement will be binding upon and inure to the benefit of each party's 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 any Information to parties other than those identified in Section 2(a) without AXA'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 York, without regard to its choice of law principles. The Recipient consents to the exclusive jurisdiction of the state and federal courts of State of New York 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 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 above. 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. (i) Recipient acknowledges that the terms of this agreement shall remain in full force and effect following the expiration or termination of any engagement by any state or all states.

AXA FINANCIAL, INC.

By: 
Name: Ira H. Sherman
Title: VP & Associate Genl Counsel
Date: 12/12/2011

VERUS FINANCIAL LLC

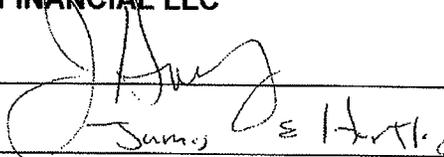
By: 
Name: James E. Hart
Title: CEO
Date: 12/09/11

EXHIBIT A

Participating States as of December 9, 2011:

- Arizona
- California
- Colorado
- District of Columbia
- Idaho
- Illinois
- Kentucky
- Louisiana
- Maryland
- Massachusetts
- Maine
- Michigan
- Missouri
- Mississippi
- Montana
- Nebraska
- New Hampshire
- Nevada
- New Jersey
- North Dakota
- Oklahoma
- Oregon
- Pennsylvania
- Rhode Island
- South Dakota
- Tennessee
- Utah
- 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 Global Resolution Agreement with AXA as a Signatory State.

[SIGNATORY STATE]

By: _____

Date: _____

Its: _____