

## **GLOBAL RESOLUTION AGREEMENT**

This Global Resolution Agreement sets forth the terms and conditions intended to resolve the ongoing unclaimed property audit that Xerox State & Local Solutions, Inc. d/b/a Xerox Unclaimed Property Clearinghouse (“UPCH”) is conducting of Forethought Life Insurance Company and its predecessors, successors, and assigns, and affiliates (“Forethought” or the “Company”) on behalf of the states identified in the attached **Schedule A** (the “Participating States”).

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

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

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

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

WHEREAS, the Company denies any wrongdoing or activities that violate any applicable laws of a Participating State or any other applicable laws and, further, denies any liability related

to the disposition of unclaimed or other property, but in view of the complex issues raised and the probability that long-term litigation and/or administrative proceedings would be required to resolve the disputes between the Parties hereto, the Company and the Signatory States desire to resolve differences between the Parties as to the interpretation and enforcement of UP Laws and all claims that the Signatory States have asserted:

NOW, THEREFORE, the Parties agree as follows:

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

- (a) “**UPCH**” means the Xerox Unclaimed Property Clearinghouse.
- (b) “**Agreement**” means the Resolution Agreement entered into among the Signatory States and the Company, which is also signed by UPCH as the authorized third party auditor for the Signatory States.
- (c) “**Annuity Contract**” means a fixed or variable annuity contract, other than a fixed or variable annuity contract issued (1) in connection with an employment-based plan subject to the Employee Retirement Income Security Act of 1974 or (2) to fund an employment-based retirement plan where the life insurer is not committed by the terms of the annuity contract to pay death benefits to the beneficiaries of specific plan participants.
- (d) “**Audit**” means the unclaimed property audit that UPCH has been conducting on the Company, on behalf of the Participating States, which Audit is being resolved with respect to the Signatory States pursuant to this Agreement.

- (e) “**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.
- (f) “**Company**” means Forethought.
- (g) “**Death Master File**” or “**DMF**” means the Social Security Administration’s Death Master File.
- (h) “**Dormancy Period**” means the period of years provided for by a Signatory State’s UP Laws upon the expiration of which the Proceeds must escheat to the Signatory State.
- (i) “**Duration of the Audit**” means the period concluding upon completion of all processing related to the last Unclaimed Property Report issued by UPCH pursuant to the terms of this Agreement.
- (j) “**Effective Date**” means the date provided for in Section 2.
- (k) “**Lead Signatory State**” means California.
- (l) “**Maturity Age**” means, for purposes hereof, the age of maturity or age of endowment set forth in the terms of a life insurance policy. If a life insurance policy does not specify an age of maturity or age of endowment, Maturity Age shall mean the limiting age under the life insurance policy. The limiting age of a life insurance policy is the terminal age of the mortality table specified in the policy for calculating reserves and/or non-forfeiture values, or, if the policy does not reference a mortality table for policy reserves and/or nonforfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.

- (m) “**Maturity Date**” means the date in an Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended in accordance with the terms of the Annuity Contract or the Annuity Contract owner has taken action within the Dormancy Period in respect to the Annuity Contract at issue that is inconsistent with a desire to annuitize.
- (n) “**Participating States**” means those state agencies identified in the attached **Schedule A**.
- (o) “**Parties**” means the Signatory States and the Company; and “**Party**” shall mean any one of the Parties.
- (p) “**Proceeds**” means money payable under a life insurance policy, group life insurance certificate, or Annuity Contract within the Scope of the Audit.
- (q) “**Record keeper**” means those circumstances under which the Company obtains and maintains in its own systems the information necessary to process and to pay a claim under a group insurance contract (or a line of coverage thereunder), including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment.
- (r) “**Scope of the Audit**” means all unclaimed property that is required to be reported and remitted to a Signatory State with respect to life insurance policies and Annuity Contracts that were in-force at any time during the period January 1, 1992 through June 30, 2012, regardless of whether they are currently listed as active, and including, but not limited to, policies identified as lapsed, expired, matured, remitted, reported and remitted to a Signatory State (escheated),

rescinded, or terminated. Notwithstanding any of the foregoing, the Scope of the Audit shall exclude: 1) Proceeds payable under a policy provision or rider covering accidental death; and 2) Proceeds due under group life insurance policies (including group life insurance certificates issued thereunder) for which the Company is not the Record keeper, except for group life insurance claims received for which the Company, from information in its administrative systems and/or the group policy claim form, is able to determine that a benefit is due and is able to determine the benefit amount, but such claims have not been fully paid or escheated.

- (s) “**Signatory State**” means one or more of the Participating States that have executed this Agreement.
- (t) **Unclaimed Property Report** (“UPR”) means a report prepared and submitted to the Company by UPCH to identify property that UPCH has determined to be payable to a Signatory State by the Company. The UPRs will be delivered by UPCH according to the formats described in **Schedule C**.
- (u) “**UP Laws**” means the Unclaimed Property/Escheat Laws of the Signatory States, as applicable.

## **2. Effectiveness**

### **A. Effective Date**

This Agreement shall not become effective until executed by the Company, the Lead Signatory State, and nine (9) additional Participating States. The Agreement shall initially be executed by the Company and UPCH, as the authorized third party auditor for the Participating States, no later than September 30, 2012, followed by the Lead Signatory State, and nine (9) additional Participating States, which shall take place no later than November 30, 2012. The

“Effective Date” of this Agreement shall be the date upon which UPCH provides notice to all Parties that this Agreement has been executed by ten (10) Participating States, including the Lead Signatory State, and the notice shall occur promptly following those executions. If this Agreement is not signed by the Lead Signatory State and the minimum required Participating States by November 30, 2012, then the Company shall have the right to opt out of the Agreement by providing written notice of its intent to exercise this right no later than December 15, 2012, in which case the Agreement shall not take effect. If the Company does not exercise its right to opt out of the Agreement pursuant to this section, the Effective Date shall be November 30, 2012, as to those Participating States that have signed the Agreement by that date.

**B. Signatory States**

The Signatory States shall be limited to those Participating States set forth on **Schedule A** as of the date that the Company executes the Agreement. Participating States identified on **Schedule A** may become Signatory States by signing the Agreement at any time prior to the completion of processing of all UPRs pursuant to **Schedule D** of this Agreement (subject to the Company’s right to opt out of the Agreement as set forth above). If any state or jurisdiction not identified on **Schedule A** enters into an agreement with UPCH for an unclaimed property audit of the Company prior to the completion of processing of all UPRs pursuant to **Schedule D** of this Agreement, then the Company shall offer to resolve the audit by entering into an agreement with that state or jurisdiction containing the same terms as this Agreement. If the Company enters into an agreement to resolve an unclaimed property audit conducted by UPCH on behalf of an additional state or jurisdiction, UPCH 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

UPCH, unless the Company elects to receive those UPRs at an earlier time agreed to between the Company and UPCH.

**3. Remittance of Proceeds Payable to Signatory States**

**A. Proceeds Escheatable By Reason of Death**

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

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

(iii) Pursuant to Section D herein and **Schedule D, Section II**, the Company shall provide UPCH 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 UPCH 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, or an Annuity Contract owner; (c) the life insurance policy (including any group life insurance certificate issued thereunder) or Annuity Contract was not in force upon

death; (d) there was no benefit payable upon death (e.g., the life insurance policy, group insurance certificate or Annuity Contract had no value at death or was not payable at death); (e) a benefit is not payable due to the application of a relevant contestability period or suicide exclusion period; (f) the Dormancy Period has not expired; (g) all benefits payable upon death have in fact been remitted to a Beneficiary or escheated as unclaimed property; (h) a claim for the value of any benefits payable upon death is in the process of being paid by the Company to a Beneficiary in accordance with **Schedule D**; (i) for claims received under non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder), the Company lacks and/or is unable to obtain sufficient information necessary to determine that a life insurance benefit is due or is unable to determine the benefit amount; (j) all benefits payable upon death are remittable to a non-Signatory State or are the subject of pending litigation; or (k) the life insurance policy (including any group life insurance certificate issued thereunder), or Annuity Contract is not within the Scope of the Audit. The Company shall further provide notice to UPCH if it believes the date of death is different than the date of death provided by UPCH if the Company contends such difference affects the Proceeds payable under the life insurance policy (including any group life insurance certificate issued thereunder) or Annuity Contract. The list of exceptions shall be provided by the Company no later than the times specified in **Schedule D, Section II**.

(iv) For purposes of this Section, the Dormancy Period commences upon the date of death as reflected in the DMF and expires after the requisite number of years has passed under the UP Laws of the applicable Signatory State. The running of the Dormancy Period shall not be tolled for any reason other than: (i) pending litigation to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds, (ii) pending litigation instituted by the

Company to determine whether a benefit is due or to otherwise determine the rightful owner of the Proceeds including as the stakeholder in an interpleader action intended to resolve a dispute where more than one claimant has made claim to the Proceeds, or as the moving party in a declaratory judgment action; or (iii) otherwise as expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled, the Dormancy Period shall begin to run upon the termination of the litigation or as expressly allowed by the Signatory States.

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

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

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

(b) Proceeds under Annuity Contracts with a death benefit shall be determined according to the contract terms, except that: (i) with respect to those Proceeds

that remain in variable annuities, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts as of the date Proceeds are remitted to a Signatory State; and (ii) with respect to those proceeds that remain in fixed annuities, the Company shall determine Proceeds based on the values of the account as of the date the Proceeds are remitted to a Signatory State.

(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. With respect to Annuity Contracts where the death benefit values were placed in a suspense account or money market account earning less than three (3) percent interest, 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. 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) UPCH 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 UPCH has determined have reached Maturity Age or Maturity Date, and for which the period of time elapsed since the Maturity Age or Maturity Date is beyond the Dormancy Period. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section D herein and **Schedule D, Section II**, the Company shall provide UPCH 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 UPCH previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the life insurance policy (including any group insurance certificate issued thereunder) or Annuity Contract had not reached the Maturity Age or Maturity Date; (b) the policy, the group life insurance certificate, or Annuity Contract was not in force upon the Maturity Age or Maturity Date; (c) there was no benefit payable upon the Maturity Age or Maturity Date (e.g., the policy, group life insurance certificate, or Annuity Contract had no value at the Maturity Age or Maturity Date, the policy, group life insurance certificate, or Annuity Contract had been surrendered, the Maturity Date had been extended, the Annuity Contract owner or annuitant has taken affirmative action inconsistent with a desire to annuitize, or the policy, group life insurance certificate, or Annuity Contract was not payable at the Maturity Age or Maturity Date); (d) the Dormancy Period has not expired; (e) the value of any Proceeds payable upon the Maturity Age or Maturity Date has in fact been remitted to the Beneficiary or escheated as unclaimed property; (f) the value of any Proceeds payable upon the

Maturity Age or Maturity Date is remittable to a non-Signatory State or is the subject of pending litigation; and/or (g) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized. The Dormancy Period shall not be deemed to have expired with respect to Proceeds if the Company has documented contact with the Beneficiary, Annuity Contract owner, annuitant, or the legal representative thereof, within the Dormancy Period regarding the policy or contract, including a request by the Beneficiary, Annuity Contract owner, annuitant, or the legal representative thereof, to change the designation of a Beneficiary, Annuity Contract owner or annuitant; a non-automated request to reallocate the value of a policy or Annuity Contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the policy or Annuity Contract. The Company shall further provide notice to UPCH if it has determined that the Maturity Age or Maturity Date is different than the Maturity Age or Maturity Date provided by UPCH if the Company contends such difference affects Proceeds under the policy or Annuity Contract. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section II**.

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

Proceeds or as the moving party in a declaratory judgment action; or 4) otherwise expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled due to institution of litigation, the Dormancy Period shall begin to run upon the termination of the litigation or as expressly allowed by the Signatory States.

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

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

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

(viii) All Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age shall be determined by the Company in accordance with the terms of the policy, or certificate, as appropriate, and interest shall be added to Proceeds due to the

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

C. **Resolving Disputes Regarding Exceptions to Unclaimed Property Reports**

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

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

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

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

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

**D. Priority and Disputes**

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

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

(b) If there is more than one known Beneficiary, Proceeds shall be reported and remitted to the states of the last known addresses of the Beneficiaries, based upon the amounts payable to each under the applicable policy, group life insurance certificate, or contract for those Beneficiaries for whom a last known address is shown in the books and records of the Company. For those Beneficiaries for whom an address is not shown in the Company's books and records, subsections D. (i)(c) and D.(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 or annuitant, 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.

**E. Reporting and Remitting Proceeds**

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

(ii) The Company shall provide UPCH 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) or Annuity Contracts within the Scope of the Audit and the release of the Company from all claims arising under the Signatory States' UP Laws as provided in Section 4 hereof shall be effective. Notwithstanding any other provision of this Agreement, such release is made only to the extent of the signatory officials and is not made pursuant to the authority of insurance regulators. In no event shall such release of the Company apply to contracts and Proceeds as to which the Company and a Signatory State have an unresolved dispute under the terms of this Agreement. Notwithstanding the foregoing, with respect to any Proceeds escheated by the Company, the Company shall be released from any further obligation with respect to those Proceeds.

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

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

#### **4. General Provisions**

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

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

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

(iv) The Company agrees to provide all requested insured, annuitant, or Annuity Contract owner names parsed out as follows to the extent such data elements are

captured in the Company's systems: Prefix (Mr./Dr./ Maj./etc); First; Middle (full name or initial if full not in company records); Last; and Suffix (esq./Jr./III/etc.).

(v) Upon written request, Forethought 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.

(vi) Each Signatory State agrees to the following:

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

(b) To release the Company from all claims, demands, interest (excepting such interest available under the terms of this Agreement), penalties, actions or causes of action that the Signatory State may have regarding or relating to any unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issues thereunder) or annuity contract that was remittable prior to calendar years through and including calendar year 2012, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts (including group life insurance

certificates issued thereunder) where a claim is received after calendar year 2011, regardless of the date of death giving rise to the claim.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to paragraphs 3.A-3.C of this Agreement shall be in full and final satisfaction of any and all claims that the Signatory State has or may have under that Signatory State's UP Laws with respect to unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder) or annuity contract that was remittable prior to calendar years through and including calendar year 2012, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder) where a claim is received after calendar year 2011, regardless of the date of death giving rise to the claim. 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.C , and the Signatory State hereby releases the Company from any additional reporting requirements under its UP Laws for or related to the Company's reporting and remittance of unclaimed property types identified and reportable prior to calendar years through and including calendar year 2012 pursuant to paragraphs 3.A-3.C.

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

(f) That UPOCH 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 UPOCH pursuant to contracts with any Signatory State and those materials necessary to resolve any outstanding disputes.

(vii) 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.

(viii) 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.

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

(x) 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 Forethought'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.

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

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

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

(xiv) 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.

FORETHOUGHT LIFE INSURANCE COMPANY

By: \_\_\_\_\_  
Mary Cavanaugh

Date: \_\_\_\_\_

Its: Executive Vice President & General Counsel

XEROX STATE & LOCAL SOLUTIONS, INC., d/b/a XEROX UNCLAIMED PROPERTY CLEARINGHOUSE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its: [title of Company Signatory]

## **Exhibits Index**

**Schedule A:** Participating States

**Schedule B:** DMF Methodology

**Schedule C:** Unclaimed Property Report Information and Format

**Schedule D:** Reporting and Remittance Procedures

**Schedule E:** Non-Disclosure Agreement dated July 7, 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 UPOCH is conducting of Forethought:

The Alabama Office of the State Treasurer (“Alabama”)  
The Alaska Department of Revenue, Treasury Division (“Alaska”)  
The Arizona Department of Revenue (“Arizona”)  
The Arkansas Auditor of State (“Arkansas”)  
The California State Controller's Office (“California”)  
The Colorado Office of State Treasurer (“Colorado”)  
The Connecticut Office of the Treasure, Unclaimed Property Division (“Connecticut”)  
The District of Columbia Office of the Chief Financial Officer (“District of Columbia”)  
The Florida Department of Financial Services (“Florida”)  
The Idaho State Treasurer’s Office, Unclaimed Property Program (“Idaho”)  
The Treasurer of the State of Illinois (“Illinois”)  
The Treasurer of the State of Iowa (“Iowa”)  
The Kansas State Treasurer Unclaimed Property Division (“Kansas”)  
The Kentucky State Treasury (“Kentucky”)  
The State of Louisiana, Department of the Treasury, Division of Unclaimed Property (“Louisiana”)  
The State of Maine, Office of the State Treasurer (“Maine”)  
The Comptroller of Maryland, Unclaimed Property Administrator (“Maryland”)  
The Commonwealth of Massachusetts, Office of the State Treasurer, Abandoned Property Division (“Massachusetts”)  
The Michigan Department of Treasury (“Michigan”)  
The Minnesota Department of Commerce (“Minnesota”)  
The Office of the Treasurer of the State of Mississippi (“Mississippi”)  
The Missouri Office of the State Treasurer, Unclaimed Property Division (“Missouri”)  
The Montana Department of Revenue, Business and Income Tax Division (“Montana”)  
The Nebraska State Treasurer’s Office (“Nebraska”)  
The Nevada Office of the State Treasurer (“Nevada”)  
The New Jersey Department of Treasury, Division of Taxation (“New Jersey”)  
The New Mexico Taxation and Revenue Department, Unclaimed Property Office (“New Mexico”)  
The North Carolina Department of State Treasurer (“North Carolina”)  
The North Dakota Department of State Lands (“North Dakota”)  
The Ohio Department of Commerce, Division of Unclaimed Funds (“Ohio”)  
The Oklahoma State Treasurer, Unclaimed Property Program (“Oklahoma”)  
The Oregon Department of State Lands (“Oregon”)  
The Rhode Island General Treasurer (“Rhode Island”)  
The State Treasurer of South Carolina, (“South Carolina”)  
The South Dakota Office of the State Treasurer, Unclaimed Property Division (“South Dakota”)  
The State of Tennessee, Treasury Department (“Tennessee”)  
The Utah Treasurer’s Office, Unclaimed Property Division (“Utah”)  
The Virginia Department of Treasury, Unclaimed Property Division (“Virginia”)  
The Vermont Office of the State Treasurer (“Vermont”)  
The State of Washington, Department of Revenue, Unclaimed Property Section (“Washington”)  
The Wisconsin State Treasurer (“Wisconsin”)  
The West Virginia Office of the State Treasurer, (“West Virginia”)  
The State of Wyoming, Wyoming State Treasurer’s Office, Unclaimed Property Division (“Wyoming”)

## **SCHEDULE B**

### **RULES FOR IDENTIFYING DEATH MATCHES**

In comparing Forethought's records of its insureds, annuitants, and Annuity Contract owners against the DMF, the governing principle to be followed shall be establishing whether or not a unique biological individual identified on Forethought'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 Forethought's records of its insureds, annuitants, and Annuity Contract owners against the DMF, UPCH shall divide the matches it identifies into three categories in accordance with the rules set forth below.

#### **Category 1: SSN Match**

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

1. There is a four-way exact match of the First Name, Last Name, Date of Birth, and Social Security Number contained in the data produced by Forethought 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 Forethought 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 Forethought 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 Forethought do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (i.e. 000000000, 999999999, 000006789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by Forethought 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 UPCH 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 Forethought for the insured, then a Category 2 Match will be considered to have been made.

### **Fuzzy Match Criteria:**

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

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

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

## Reports of Matches

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

## Other Matches and Mismatches

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

provision of UPCH' next due UPR, evidence sufficient to establish that a unique biological individual identified on **Forethought**'s data is the same as a unique biological individual identified on the DMF. Once a match is submitted by UPCH pursuant to the preceding sentence, no other such matches shall be submitted for the individual so identified. In the event that **Forethought** and UPCH 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**. UPCH and **Forethought** 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), UPCH and **Forethought** agree to use best efforts to develop new criteria for UPCH' identification of matches.

## SCHEDULE C

### UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

#### **Report Information:**

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

#### **Report Formats:**

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

Schedule C-1: Life Insurance Policy – DMF Death Match

Schedule C-2: Life Insurance Policy – Maturity Age

Schedule C-3: Annuity Contract – DMF Death Match

Schedule C-4: Annuity Contract – Maturity Date

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

## SCHEDULE C-1

### Life Insurance Policy – DMF Death Match

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

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

## SCHEDULE C-2

### Life Insurance Policy – Maturity Age

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

### SCHEDULE C-3

#### Annuity Contract – DMF Death Match

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

## SCHEDULE C-4

### Annuity Contract – Maturity Age

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



## SCHEDULE D

### REPORTING AND REMITTANCE PROCEDURES

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

#### I. ISSUANCE OF UNCLAIMED PROPERTY REPORTS

Separate UPRs shall be issued for: (i) Proceeds payable under life insurance policies upon an event of death or upon reaching the policy Maturity Age (the “Life Insurance Reports”); (ii) Proceeds payable under group life certificates upon an event of death or upon reaching Maturity Age (the “Group Life Insurance Reports); and (iii) Proceeds payable under Annuity Contracts upon an event of death or upon reaching the Maturity Date (the “Annuity Reports”). Upon the Effective Date of the Agreement, UPCH 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,<sup>1</sup> according to the following schedule:<sup>2</sup>

<u>Month</u>	<u>Life Insurance Report</u>	<u>DMF or LA</u>	<u>States</u>	<u>Cumulative</u>
Through Aug-2012	8,553 records	DMF	HI ME WY PR SD MT ND VT NH DC NY AK RI MN SC WI NE NJ DE ID CT NV IA MD WV LA MA CO KS VA MO MS GA PA NM OR UT IL KY NC OK AL AR WA AZ TN OH FL MI IN.1	8,553 records
Sep - 2012	Up to 8,000 records	DMF	IN.2 TX CA.1	16,553 records
Oct - 2012	Up to 4,200 records	DMF	CA.2	20,753 records
	Up to 1,146 records	LA	All	21,899 records

<sup>1</sup> 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.

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

The UPRs shall identify only one unique individual per certificate, contract or policy. In the event that the procedures set forth in Schedule B result in more than one individual being identified as a possible insured, annuitant, or Annuity Contract 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 Forethought's data, as determined using the matching procedures of Schedule B. Once a match is submitted by UPCH, no other matches shall be submitted for that certificate, contract, or policy unless it is based on additional information that is received from Forethought or information uncovered by Forethought as a result of Forethought's UPR review.

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

Excluding certificates, policies and contracts falling under Schedule D, Section III.A.1.i, UPCH will use best efforts to ensure that each Life Insurance Report (i) includes Proceeds that UPCH has identified as being escheatable only to the states specified in the table set forth in Section I above, (ii) includes a combination of records from Forethought's various systems, and (iii) includes a mixture of in-force and terminated policies, with the combinations and mixtures referred to in (ii) and (iii) approximating the occurrence of such records across potential matches identified by UPCH across all reports. It is understood that if the UPRs are not provided in the above manner, Forethought's ability to respond timely could be impacted adversely.

## **II. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS**

### **A. Review of Unclaimed Property Report**

Forethought shall have up to one calendar month to review each UPR in order to identify all Proceeds that it agrees are subject to escheatment as well as any exceptions it may have to a UPR, provided, however, that Forethought shall have up to forty (45) days to review each Group Life Insurance Report. Once Forethought has completed its review of each UPR, within ten (10) business days following the last day of that month, or within ten (10) business days following the end of the review period for Group Life insurance reports, it shall provide UPCH with a list identifying : (i) all Proceeds that it agrees are subject to escheatment in accordance with Sections III and IV; and (ii) the exceptions for Proceeds that Forethought has determined do not meet the criteria for escheatment, together with the specific reasons for its determinations.

### **B. Review and Reconciliation of List of Exceptions**

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

If UPCH disputes an exception to a UPR, then UPCH and Forethought shall meet in good faith to resolve the dispute within **twenty (20) days** after UPCH notifies Forethought of its intent to dispute any listed exceptions. All property that Forethought 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 Forethought and UPCH first meet to discuss each UPR may be referred by either Forethought or UPCH for the dispute resolution process described in Section 3.D of the Agreement. At the conclusion of the Audit (or in accordance with any instructions provided to UPCH by a Signatory State), UPCH shall provide notice to a Signatory State of all exceptions Forethought has taken to a UPR and as to which UPCH has agreed that no Proceeds are payable.

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

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

#### **A. Due Diligence**

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

- i. Property due under life insurance policies (including group life insurance certificates issued thereunder) and Annuity Contracts.*

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

If Forethought does not make confirmed contact with the Beneficiary or the Beneficiary’s legal representative by the end of the two calendar month due diligence period, or pay the Proceeds within the two calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Forethought’s books and records, as of the time it receives the UPR, for the Beneficiary,

or the last known address of the insured or annuitant or account holder if there is no last known address for the Beneficiary.

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

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

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

### **B. Reporting and Remittance of Property**

#### **1. Results of Due Diligence**

Within ten (10) business days following the end of each calendar month, Forethought shall provide UPCH with a list of all property that it has paid out as a result of the due diligence process, all property for which confirmed contact with a Beneficiary or a Beneficiary's legal representative has been made but the property remains to be paid out, and all property that is to be remitted to a Signatory State. UPCH may perform appropriate audit techniques to confirm that Forethought fully paid the Proceeds to the Beneficiary following the due diligence process.

#### **2. Payment of Property**

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

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

#### IV. REPORT DELIVERY PROTOCOL

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

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

Reports provided to Forethought shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as UPCH and Forethought mutually agree in writing) to Forethought's designated FTP website with a notification email to Ms. Deb Korman, deb.korman@forethought.com. Forethought may designate in writing to UPCH one or more persons to receive such reports instead of Deb Korman.

Reports provided to UPCH shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as UPCH and Forethought mutually agree in writing) to Mr. Bill Callagy, william.callagy@acs-inc.com.

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

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Deb Korman, of Forethought, or Bill Callagy of UPCH, for resolution.

**SCHEDULE E**

**NON-DISCLOSURE AGREEMENT DATED JULY 7, 2011**



**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 Forethought as a Signatory State.

[SIGNATORY STATE]

By: \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_