

GLOBAL RESOLUTION AGREEMENT

This Global Resolution Agreement sets forth the terms and conditions intended to resolve the ongoing unclaimed property audit that Verus Financial LLC ("Verus") is conducting of MetLife, Inc. and its predecessors, successors, and assigns and subsidiaries, including Metropolitan Life Insurance Company, New England Life Insurance Company, MetLife Insurance Company of Connecticut, General American Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Investors Insurance Company, First MetLife Investors Insurance Company, MetLife Investors USA Insurance Company, and Delaware American Life Insurance Company (the "MetLife entities"), on behalf of the states identified in the attached **Schedule A** (the "Participating States").

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

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

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

WHEREAS, MetLife represents that it has policies and procedures to ensure the 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 state Unclaimed Property Laws;

WHEREAS, MetLife represents that in the 1980's and 1990's it undertook a national campaign called the Family Reunion program, pursuant to which the Company located approximately in excess of one million policyowners;

WHEREAS, MetLife represents that, in anticipation of a potential demutualization, the Company undertook efforts beginning in 1998 to update policyholder information to provide policyholders with notice of the reorganization and, in furtherance of such efforts, hired a vendor to conduct an extensive address research project;

WHEREAS, MetLife represents that in 2007, it matched individual life policies for which it had electronic records, including policies in in-force, terminated and nonforfeiture status against the DMF and identified over \$50 million in death benefits, which were paid to Beneficiaries and over \$30 million in unclaimed benefits which have been or will be reported and remitted to the appropriate states;

WHEREAS, MetLife represents that in 2010, it established its Electronic Death Match ("EDM") initiative pursuant to which it committed to match its individual life and annuity, group life and annuity and retained asset accounts against the DMF no less frequently than annually and, in 2011, in accordance with that initiative, as well as a request for a report by the New York Superintendent of Insurance pursuant to Section 308 of the New York Insurance Law, the Company performed matches of the administrative records for individual and group life, individual and group annuities and retained asset accounts of all of the MetLife affiliated companies for all fifty states, and the Company has to date identified approximately \$96 million

to be paid to Beneficiaries from these matches, and over \$16 million to be paid to the states as unclaimed property;

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

- (c) **“Audit”** means the unclaimed property audit that Verus has been conducting on the Company, on behalf of the Participating States, which Audit is being resolved with respect to the Signatory States pursuant to this Agreement.
- (d) **“Beneficiary”** means the person or entity entitled to receive Proceeds from a life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account.
- (e) **“Company”** or **“MetLife”** means the MetLife entities, but specifically excludes American Life Insurance Company.
- (f) **“Death Master File”** or **“DMF”** means the Social Security Administration’s Death Master File.
- (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 Supplemental Unclaimed Property Report issued by Verus pursuant to the terms of this Agreement.
- (i) **“Effective Date”** means the date provided for in Section 2.
- (j) **“High Age Industrial Policies”** means in-force Industrial life insurance policies, other than those in a non-forfeiture reduced paid up status, issued (1) prior to January 1, 1930, or (2) between January 1, 1930 and December 31, 1939 to insureds who have reached the attained age of ninety (90) years; provided that if

the Company enters into any other regulatory settlement based upon a younger attained age, such younger age shall be deemed to be incorporated herein without the need for formal amendment.

- (k) **“Industrial RPU Policies”** means in-force Industrial life insurance policies in a non-forfeiture reduced paid up status.
- (l) **“Industrial RPU/High Age Industrial Unclaimed Property Report”** (**“Industrial RPU/High Age Industrial UPR”**) means a report prepared and submitted to Verus by the Company to identify Industrial RPU Policies and High Age Industrial Policies which the Company has determined to be payable to a Signatory State. The Industrial RPU/High Age Industrial UPRs will be delivered by the Company according to the formats described in **Schedule C**.
- (m) **“Lead Signatory States”** means California, Pennsylvania and Massachusetts.
- (n) **“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.
- (o) **“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.

- (p) **"NY 308 Letter"** means the letter that the Company received from the New York State Insurance Department on or about July 5, 2011 requiring the Company to perform a comparison of a portion of its life insurance policies, Annuity Contracts, and retained asset accounts on its administrative systems against the DMF in order to identify potentially unclaimed death benefits.
- (q) **"Participating States"** means those state agencies identified in the attached **Schedule A**.
- (r) **"Parties"** means the Signatory States and the Company; and **"Party"** shall mean any one of the Parties.
- (s) **"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.
- (t) **"Record keeper"** means those circumstances under which the Company has agreed with the group customer to be responsible (either directly or through a third party with which the Company has contracted for the group customer's recordkeeping in writing) for obtaining and maintaining in its own systems (or the systems of the third party with which the Company has contracted for the group customer's recordkeeping in writing) information about each individual insured under a MetLife group insurance contract (or a line of coverage thereunder),

including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment.

- (u) **“Scope of the Audit”** means all unclaimed property that is required to be reported and remitted to a Signatory State with respect to life insurance policies, Annuity Contracts, and retained asset accounts that were in-force at any time during the period January 1, 1992 through December 31, 2010, or were identified by the Company in connection with the comparisons it performed pursuant to the NY 308 Letter, regardless of whether they are currently listed as active, and including, but not limited to, policies identified as lapsed, expired, matured, remitted, reported and remitted to a Signatory State (escheated), rescinded, or terminated. Notwithstanding any of the foregoing, the Scope of the Audit shall exclude: 1) Proceeds payable under a policy provision or rider covering accidental death; 2) Proceeds due under group life insurance policies or group annuities (including group life insurance or group annuity certificates issued thereunder) for which the Company is not the Record keeper, except for group life insurance or group annuity 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; 3) Proceeds due under the Federal Employee Group Life Insurance program; and 4) policies and contracts issued outside of the United States.

- (v) **“Signatory State”** means one or more of the Participating States that have executed this Agreement.
- (w) **“Supplemental Unclaimed Property Report (“Supplemental UPR”)** means a report prepared and submitted to the Company by Verus to identify property that Verus has determined to be payable to a Signatory State by the Company. The Supplemental UPRs will be delivered by Verus according to the formats described in **Schedule C**.
- (x) **“UP Laws”** means the Unclaimed Property/Escheat Laws of the Signatory States, as applicable.
- (y) **“Verus”** means Verus Financial LLC.
- (z) **“308 Unclaimed Property Report” (“308 UPR”)** means a report prepared and submitted to Verus by the Company to identify property that the Company, through its comparisons pursuant to the NY 308 Letter, has determined to be payable to a Signatory State by the Company. The 308 UPRs will be delivered by the Company according to the formats described in **Schedule C**.

2. Effectiveness

A. Effective Date

This Agreement shall not become effective until executed by the Company, the three (3) Lead Signatory States, and seventeen (17) additional Participating States. The Agreement shall initially be executed by the Company and Verus, as the authorized third party auditor for the Participating States, no later than April 20, 2012, followed by the Lead Signatory States, and seventeen (17) additional Participating States, which shall take place no later than June 8, 2012. The “Effective Date” of this Agreement shall be the date upon which Verus provides notice to all Parties that this Agreement has been executed by twenty (20) Participating States, including all

of the Lead Signatory States, and the notice shall occur promptly following those executions. If this Agreement is not signed by the Lead Signatory States and the minimum required Participating States by June 8, 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 June 22, 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 June 22, 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 Supplemental UPRs pursuant to **Schedule D** of this Agreement (subject to the Company's right to opt out of the Agreement as set forth above). If any state or jurisdiction not identified on **Schedule A** enters into an agreement with Verus for an unclaimed property audit of the Company prior to the completion of processing of all Supplemental UPRs pursuant to **Schedule D** of this Agreement, then the Company shall offer to resolve the audit by entering into an agreement with that state or jurisdiction containing the same terms as this Agreement. If the Company enters into an agreement to resolve an unclaimed property audit conducted by Verus on behalf of an additional state or jurisdiction, Verus shall not submit to the Company any unclaimed property reports pursuant to the terms of that agreement until the last group of Supplemental UPRs provided to the Company pursuant to **Schedule D** under this Agreement is reconciled by the Company and Verus, unless the Company elects to receive those unclaimed property reports at an earlier time agreed to between the Company and Verus.

3. Remittance of Proceeds Payable to Signatory States

A. Proceeds Escheatable By Reason of Death

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

(ii) The Company will submit 308 UPRs to Verus in accordance with **Schedule D** identifying life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts where the Company has identified a death in connection with the comparisons it has performed pursuant to the NY 308 Letter and for which Proceeds remain unpaid and are subject to remittance to a Signatory State. The 308 UPRs will be delivered in the format described in **Schedule C**. Verus shall perform a review of the 308 UPRs and shall provide the Company with any modifications and/or amendments to the 308 UPRs in accordance with **Schedule D, Section I.B.**

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

(iv) Pursuant to Section 3.E. herein and **Schedule D, Section III.B.**, the Company shall provide Verus with exceptions to the Supplemental UPRs and state the grounds

thereof. Where such grounds are based on documents or data that have not been provided to Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the Supplemental 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 Supplemental 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) 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 after reasonable inquiry 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; (k) for a death benefit payable under an Annuity Contract, if applicable, the five (5) year period under Section 72(s)(1)(B) of the Internal Revenue Code has not expired with respect to that death benefit, and the Company has

had documented contact with the Beneficiary indicating that the Beneficiary does not yet wish to receive payment; the 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 with respect to that death benefit and the Company has had documented contact with the plan administrator or plan sponsor informing it of the death; or death 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; (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 MetLife to (i) the group customer for the benefit of the plan participants or (ii) the plan; and/or (m) the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract or retained asset account is not within the Scope of the Audit. The Company shall further provide notice to Verus if it believes the date of death is different than the date of death provided by Verus if the Company contends such difference affects the Proceeds payable under the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account. The list of exceptions shall be provided by the Company no later than the times specified in **Schedule D, Section III.B.**

(v) 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.

(vi) 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.

(vii) Proceeds shall be determined without deduction of any fees other than those permitted by the Annuity Contract or life insurance policy. 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 posted 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 either

the value of assets maintained in the relevant separate accounts as of the date Proceeds are remitted to a Signatory State, or if applicable the value of assets as of the date Proceeds have been entered into MetLife's Unclaimed Funds System; and (ii) with respect to those Proceeds that remain in fixed annuities, the Company shall determine Proceeds based on the values of the account as of the date the Proceeds are remitted to a Signatory State.

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

(viii) 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(vii)(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 where the death benefit values were placed in a suspense account (including MetLife's Unclaimed Funds System), or money market account earning less than three (3) percent interest, 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) Verus will submit Supplemental 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: (i) Verus has determined have reached Maturity Age or Maturity Date, and for which the period of time elapsed since the Maturity Age or Maturity Date is greater than the Dormancy Period; or (ii) have reached Maturity Age, are currently in MetLife's Unclaimed Funds System and for which no Social Security number or date of birth has been supplied to Verus. The Supplemental UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section E herein and **Schedule D, Section III.B.**, the Company shall provide Verus with exceptions to the Supplemental UPRs and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the Supplemental 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 (except for life insurance policies or Annuity Contracts that are in MetLife's Unclaimed Funds System for which no Social Security number or date of birth has been supplied to Verus); (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; (g) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized; and/or (h) the Annuity Contract is not within the Scope of the Audit. The Dormancy Period shall not be deemed to have expired with respect to Proceeds if the Company has documented contact with the Beneficiary, Annuity Contract owner, annuitant, or the legal representative thereof, within the Dormancy Period regarding the policy or contract, including a request by the Beneficiary, Annuity Contract owner, annuitant, or the legal representative thereof, to change the designation of a Beneficiary, Annuity Contract owner or annuitant; a non-automated request to reallocate the value of a policy or Annuity Contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the policy or Annuity Contract. The Company shall further provide notice to Verus if it has determined that the Maturity Age or Maturity Date is different than the Maturity Age or Maturity Date provided by Verus if the Company contends such difference affects Proceeds

under the policy or Annuity Contract. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section III.B.**

(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 as expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled due to the 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 policy or 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. 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/or sub-account; and (b) for a fixed Annuity Contract, based on the account value, inclusive of any interest credited by the Company to the account value. Upon remittance, the Company shall have no further obligation to escheat Proceeds under the Annuity Contract.

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

C. Proceeds in Retained Asset Accounts

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

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

(iii) Pursuant to Section E herein and **Schedule D, Section III.B.**, the Company shall provide Verus with exceptions to the Supplemental UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the Supplemental UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the owner of the retained asset account identified in the Supplemental UPR has taken affirmative action in respect to the account that is inconsistent with abandonment (automatic financial or administrative transactions, other than automated deposits or withdrawals prearranged by the account owner, and/or the non-receipt by the Company of returned mail shall not constitute "affirmative action" for this purpose, except to the extent that the Signatory State's UP Laws specifically recognize that such activity is sufficient to prevent property from being presumed abandoned); (b) the Dormancy Period has not expired; and/or (c) the value of the retained asset account has in fact been paid to the owner or has been remitted as unclaimed property. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section III.B.** 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 in retained asset accounts shall be the value of the account as of the date the Proceeds are remitted to a Signatory State. Proceeds shall be determined without deduction of any fees other than those permitted by the contract. The Company agrees that it will not charge Beneficiaries costs associated with this Agreement. If any Proceeds are not timely remitted as required under this section of the Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either Party in any such action.

D. Proceeds Payable for Certain Industrial Life Insurance Policies

(i) The following shall be the procedures for reporting and remitting Proceeds that are payable under Industrial RPU Policies and High Age Industrial Policies.

(ii) Subject to the approval of the Company's domestic insurance regulator, the New York Department of Financial Services ("NYDFS"), which the Company will use its best efforts to obtain, the Company agrees that Proceeds of all Industrial RPU Policies and, further subject to the execution of a Regulatory Settlement Agreement ("RSA") with the NAIC

Multi-State Task Force, the Proceeds of all High Age Industrial Policies shall be due and payable for escheat to the Signatory States in accordance with this Section of the Agreement and **Schedule D**.

(iii) The Company will submit Industrial RPU/High Age Industrial UPRs to Verus in accordance with **Schedule D** identifying Industrial RPU Policies and High Age Industrial Policies that are subject to remittance to a Signatory State. The Industrial RPU/High Age Industrial UPRs will be delivered in the format described in **Schedule C**. Verus shall perform a review of the Industrial RPU/High Age Industrial UPRs and shall provide the Company with any modifications and/or amendments to the Industrial RPU/High Age Industrial UPRs in accordance with **Schedule D, Section II.B**.

(iv) All Proceeds of Industrial RPU Policies and High Age Industrial Policies shall be valued as if the insured had died on the Effective Date and shall include the full face value, dividends, additional paid up insurance and any other amounts added to the policies as of the date of remittance, but shall not be subject to any three percent (3%) interest called for under other Sections of this Agreement; provided that the Company will remain liable for any additional amount that may be due to a *bona fide* subsequent claimant in excess of the amount actually remitted to a Signatory State.

(v) On no less than an annual basis, all Industrial policies issued between January 1, 1930 and December 31, 1939 that do not currently meet the definition of High Age Industrial Policies shall be escheated by the Company under the terms of this Agreement in the year that they meet such definition.

(vi) In the event that NYDFS approval is not obtained with respect to the Industrial RPU Policies within ninety (90) days of the Company signing this Agreement, then the

Industrial RPU Policies shall be subject to the provisions of this Agreement applicable to the remainder of the Industrial block. In the event that NYDFS approval is not obtained and/or an RSA is not entered into by the Company with respect to the High Age Industrial Policies within ninety (90) days of the Company signing this Agreement, then the High Age Industrial Policies shall be subject to the provisions of this Agreement applicable to the remainder of the Industrial block.

E. Resolving Disputes Regarding Exceptions to Unclaimed Property Reports

(i) The following shall be the procedures for resolving disputes regarding 308 UPRs, Industrial RPU/High Age Industrial UPRs, or Supplemental UPRs.

(ii) If the Company disputes any modifications or amendments made by Verus to a 308 Report or Industrial RPU/High Age Industrial UPR, the Company shall provide notice to Verus within the time specified in **Schedule D, Section I.B. and II.B.**, and the notice shall be accompanied by the list of the modifications or amendments subject to dispute. If Verus disputes any exceptions taken by the Company to a Supplement UPR, Verus shall provide notice to the Company within the time specified in **Schedule D, Section III.C.**, and the notice shall be accompanied by the Company's list of exceptions subject to dispute.

(iii) Following receipt of notice of a dispute, Verus and the Company shall meet to resolve the dispute and conclude the dispute resolution process within the time specified in **Schedule D, Section I.B., II.B., and III.C.**

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

(v) At the conclusion of the Audit (or in accordance with any instructions provided to Verus by a Signatory State), Verus shall provide notice to a Signatory State of all exceptions the Company has taken to a Supplemental UPR and as to which Verus has agreed that no Proceeds are payable. Such determinations as to previously disputed Supplemental 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 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 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 Verus with reasonable access to monitor the Supplemental UPR review and the reporting and remittance processes being performed in accordance with **Schedule D**.

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

Signatory State have an unresolved dispute under the terms of this Agreement. Notwithstanding the foregoing, with respect to any Proceeds escheated by the Company, the Company shall be released from any further obligation with respect to those Proceeds.

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

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

4. General Provisions

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

(ii) Upon the execution of the Agreement by the Company and Verus, to the extent that it has not already done so, the Company shall provide to Verus: (a) all documents and information it has produced to the New York State Insurance Department under the NY 308 Letter as of that date; (b) the underlying detailed information (defined for the purposes of this paragraph as the policy 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 its comparisons made pursuant to the NY 308 Letter; (c) a list of all matches the Company has determined to be valid; (d) 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); and (e) detailed information regarding all Beneficiaries the Company has identified and/or paid. Additionally, the Company shall provide to Verus each update it is required to submit to the New York State Insurance Department under the NY 308 Letter, within seven days of submission of such update, and upon consent by the Director of the Life Bureau of the New York Department of Financial Services.

(iii) On at least a monthly basis following the execution of the Agreement by the Company and Verus, the Company shall also provide Verus with the following with respect to potential matches the Company has identified as a result of its comparisons made pursuant to the NY 308 Letter: (a) a list of all matches the Company has determined to be valid; (b) 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; and (c) detailed information regarding all Beneficiaries the Company has identified and/or paid.

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

(v) The Company agrees to engage the services of a third party vendor to extract complete dates of birth from existing imaged copies of the Industrial policy files (excepting files of Industrial RPU Policies and High Age Industrial Policies). Verus will use this information to perform comparison of these policies against the DMF in accordance with this Agreement and the Schedules hereto. If not already begun, the extraction process shall begin promptly upon the Effective Date of this Agreement and shall be completed no later than sixty (60) days thereafter, with extraction results being provided to Verus on a rolling basis as they become available.

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

(viii) 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.).

(ix) 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, which are incorporated herein by reference, for "good faith" payment or delivery and reporting of unclaimed property. 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 remittable prior to calendar years through and including report year 2010, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance or group annuity contracts (including group life insurance and group annuity certificates issued thereunder) where a claim is received after calendar year 2010, regardless of the date of death giving rise to the claim.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to paragraphs 3.A-3.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 remittable prior to calendar years through and including report year 2010, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance and group annuity contracts (including group life insurance and group annuity certificates issued thereunder) where a claim is received after calendar year 2010, 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.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 2010 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 Verus 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 Verus 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 dated August 7, 2009, which is attached hereto as **Schedule E**.

(x) 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.

(xi) 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.

(xii) 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.

(xiii) 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 the 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.

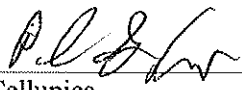
(xiv) This Agreement shall not confer any rights upon any person or entities other than the parties to it and is not intended to be used for any other purpose. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters addressed herein shall remain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

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

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

(xvii) 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.

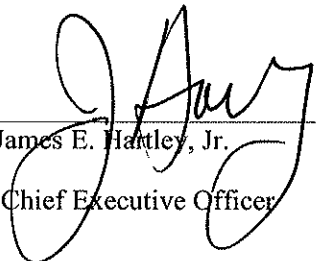
METLIFE

By: _____
Paul Cellupica

Date: April 19, 2012

Its: Chief Counsel

VERUS FINANCIAL LLC

By: _____
James E. Hartley, Jr.

Date: 4/19/12

Its: Chief Executive Officer

Exhibits Index

- Schedule A:** Participating States
- Schedule B:** Rules for Identifying Death Matches for Supplemental UPRs
- Schedule C:** 308, Industrial RPU/High Age Industrial, and Supplemental Unclaimed Property Report Information and Format
- Schedule D:** Reporting and Remittance Procedures
- Schedule E:** Non-Disclosure Agreement dated August 7, 2009
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SCHEDULE A

PARTICIPATING STATES

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

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

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The Wisconsin State Treasurer (“Wisconsin”)

The State of Wyoming, Wyoming State Treasurer’s Office, Unclaimed Property Division
 (“Wyoming”)

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES FOR SUPPLEMENTAL UPRs

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

Category 1: "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 MetLife 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 MetLife 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 MetLife 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.

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2. The records produced by MetLife 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 MetLife 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 Verus shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurant for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address provided by MetLife for the insured, then a Category 3 Match will be considered to have been made.
4. The records produced by the Company do not include a Social Security Number, the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (e.g., 000000000, 999999999, 000006789), or the Social Security Number is determined to belong to another individual (e.g., a husband), and the records also do not include a first and last name for the insured and/or the records do not include a complete date of birth.
5. For all Industrial life insurance policies (other than Industrial RPU Policies and High Age Industrial Policies) for which the Company has not provided a Social Security Number, and also has not provided a complete Date of Birth or has provided an “obviously incorrect” Date of Birth, and all non-Industrial life insurance policies for which the Company has not provided a Social Security Number and also has not provided a complete Date of Birth:
 - a. If 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 1 person, such person was born within the 2 year birth range for the insured as computed from the “year of issue” and “age at issue” data supplied by the Company, and such person is at least 75 years of age, MetLife shall either supply Verus with a complete Date of Birth and/or Social Security Number for the insured from the physical policy file or accept the match as valid. If MetLife supplies Verus 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 1, and only 1, person listed in the DMF who was born within the 2 year birth range 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 1 such matched persons as described in (i) but only 1 such matched person lived in the same state of the insured, as recorded on the Company’s administrative system.
 - c. For purposes of this match rule, an “obviously incorrect” Date of Birth is a Date of Birth which is any of the following: 1) incomplete (i.e., missing

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either day, month, year or some combination thereof); 2) contains an obviously incorrect value (e.g., the month is listed as “15” or day as “32”); 3) falls outside of the 2 year birth range for the insured as computed from the “year of issue” and “age at issue” data supplied by the Company; 4) is after the policy issue date; 5) is a default Date of Birth (e.g., 01/01/1915); or 6) one which produces no matches for such an individual when run against Accurant for Insurance or an equivalent database using the insured’s First and Last Names.

Fuzzy Match Criteria:

1. A “First Name” fuzzy match includes one or more of the following:
 - a. First Name nicknames: “JIM” and “JAMES.” Verus utilizes the pdNickname database from Peacock Data, Inc. as well as publicly available lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.
 - b. Initial instead of full First Name: “J FOX” and “JAMES FOX.”
 - c. “Metaphone” (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): “BUDDY” and “BUDDIE.”
 - d. Data entry mistakes with a maximum difference of one character 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

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- 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: “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: “Brezzinnows” and “Brezzinowski” 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 MetLife’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 MetLife’s systems does not conflict with the data contained in the DMF. By way of example, if MetLife’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 MetLife provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the MetLife provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the MetLife provided Date of Birth is within 2 years either before or after the DMF listed Date of Birth.
 - e. If the MetLife 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 MetLife 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 MetLife provided Date of Birth (e.g., 01/01/1915 & 02/25/1915 or 01/01/1915 & 02/25/1916);

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- ii. The MetLife 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 MetLife supplied Date of Birth (e.g., 02/25/1915 & 02/25/1913 or 02/25/1915 & 02/25/1916);
 - iii. The MetLife 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 MetLife 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 MetLife 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

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

Other Matches and Mismatches

Notwithstanding the fact that a life insurance policy (including a group life insurance certificate issued thereunder), Annuity Contract, or retained asset account is listed as a match, the Parties agree that there will not be a reportable match if MetLife is able to produce evidence sufficient to establish that the unique biological individual identified on MetLife'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, Verus may submit, in a separate report to be provided concurrently with the provision of Verus' next due Supplemental UPR, evidence sufficient to establish that a unique biological individual identified on MetLife's data is the same as a unique biological individual identified on the DMF. Once a match is submitted by Verus pursuant to the preceding sentence, no other such matches shall be submitted for the individual so identified. In the event that MetLife and Verus are unable to resolve any disputes related to what constitutes a reportable match, such disputes shall be subject to the dispute resolution provisions of the

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Agreement set forth in **Schedule D**. Verus and MetLife agree to meet in order to evaluate whether the matching process is producing satisfactory data. If the matching process is not producing satisfactory data (i.e., a large number of false positives are reported based on the current criteria), Verus and MetLife agree to use best efforts to develop new criteria for Verus' identification of matches.

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

The following schedules set forth the specific data elements that shall be provided for each 308 UPR, Industrial RPU/High Age Industrial UPR and Supplemental 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, MetLife and Verus will meet in order to make any changes to the column headings that are operationally necessary and mutually agreeable.

Schedule C-1: 308 UPRs

- a) Life Insurance Policies (including Group Life)
- b) Annuity Contracts
- c) Retained Asset Accounts

Schedule C-2: Industrial RPU/High Age Industrial UPR Reports

Schedule C-3: Supplemental UPRs

- a) Life Insurance Report & Group Life Insurance Report
- b) Annuity Report
- c) Retained Asset Account Report
- d) Additional Columns for MUFS Property

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

SCHEDULE C-1: 308 UPR

a) Life Insurance Policies (including Group Life)

Company Code (C)
Admin System (C)
Product Line Code (C)
Policy Number (C)
Policy Issue Date (C)
Insured Full Name (C)
DMF Full Name (DMF)
Insured First Name (C)
DMF First Name (DMF)
Insured Last Name (C)
DMF Last Name (DMF)
Insured SSN (C)
DMF SSN (DMF)
Insured Date of Birth (C)
DMF Date of Birth (DMF)
Insured Address (C)
Insured State (C)
Date of Death (C)
Date of Death Source (C)
DMF Date of Death (DMF)
Escheatment Amount (C)
State of Escheatment (C)
Beneficiary Full Name (C)
Beneficiary Full Address (C)
Beneficiary State (C)

SCHEDULE C-1: 308 UPR

b) Annuity Contracts

Company Code (C)
Admin System (C)
Product Line Code (C)
Contract Number (C)
Contract Issue Date (C)
Death of Annuitant or Owner (C)
Annuitant/Owner Full Name (C)
DMF Full Name (DMF)
Annuitant/Owner First Name (C)
DMF First Name (DMF)
Annuitant/Owner Last Name (C)
DMF Last Name (DMF)
Annuitant/Owner SSN (C)
DMF SSN (DMF)
Annuitant/Owner Date of Birth (C)
DMF Date of Birth (DMF)
Annuitant/Owner Address (C)
Annuitant/Owner State (C)
Date of Death (C)
Date of Death Source (C)
DMF Date of Death (DMF)
Escheatment Amount (C)
State of Escheatment (C)
Beneficiary Full Name (C)
Beneficiary Full Address (C)
Beneficiary State (C)

SCHEDULE C-1: 308 UPR

c) Retained Asset Accounts

Company Code (C)
Admin System (C)
Product Line Code (C)
Account Number (C)
Account Open Date (C)
Account Owner Full Name (C)
DMF Full Name (DMF)
Account Owner First Name (C)
DMF First Name (DMF)
Account Owner Last Name (C)
DMF Last Name (DMF)
Account Owner SSN (C)
DMF SSN (DMF)
Account Owner Date of Birth (C)
DMF Date of Birth (DMF)
Account Owner Address (C)
Annuitant/Owner State (C)
Date of Death (C)
Date of Death Source (C)
DMF Date of Death (DMF)
Escheatment Amount (C)
State of Escheatment (C)
Beneficiary Full Name (C)
Beneficiary Full Address (C)
Beneficiary State (C)

SCHEDULE C-2

Industrial RPU/High Age Industrial UPR Reports

Company Code (C)
Admin System (C)
Product Line Code (C)
Policy Number (C)
Policy Issue Date (C)
Insured Full Name (C)
Insured First Name (C)
Insured Last Name (C)
Insured SSN (C)
Insured Date of Birth (C)
Insured Address (C)
Insured State (C)
State of Escheatment (V)
Escheatment Amount (C)

SCHEDULE C-3: Supplemental UPR

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)
Verus Record Control ID (V)
Escheatment Reason (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
Insured Full Name (C)
DMF Full Name (DMF)
Insured First Name (C)
DMF First Name (DMF)
First Name Perfect Match (V)
Insured Last Name (C)
DMF Last Name (DMF)
Last Name Perfect Match (V)
Insured SSN (C)
DMF SSN (DMF)
SSN Perfect Match (V)
Insured Date of Birth (C)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
Insured Address (C)
Insured State (C)
Death or Maturity Date (V)
Dormancy Period Expiration Date (V)
State of Escheatment (V)
Current Policy Status (C)
Current Policy Status Effective Date (C)

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Indication of Co-insured (Y/N) (V)
Indication of Payment (Y/N) (V)
Property Type Code (V)
Original Face Amount (C)
Due Diligence Category (V)

SCHEDULE C-3: Supplemental UPR

b) Annuity Report

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

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

SCHEDULE C-3: Supplemental UPR

c) Retained Asset Account Report

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

SCHEDULE C-3: Supplemental UPR

**d) Additional Columns to be Added to Schedule C-3 a), b) & c)
Where Reportable Property is Currently in MUFS**

MUFS Liability Number (C)
MUFS Liability Holder Name (C)
MUFS Customer Account Number (C)
MUFS Customer Account Suffix (C)
MUFS Verus Record Control ID (V)
MUFS Verus DMF Record ID (V)
MUFS Liability Full Name (C)
MUFS Liability SSN (C)
MUFS Policy Settlement Date (C)
MUFS Liability Due Date (C)
Verus Escheatment Event Date (V)
MUFS Liability Source Feed (C)
MUFS Liability Amount (C)
MUFS Death Benefit Interest (C)

SCHEDULE D

REPORTING AND REMITTANCE PROCEDURES

308, Industrial RPU/High Age Industrial, and Supplemental 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 AND EXAMINATION OF 308 UPRs

A. Issuance of 308 UPRs

MetLife will submit 308 UPRs to Verus identifying life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, and retained asset accounts where the Company has identified an unclaimed death benefit as a result of the comparisons it has performed pursuant to the NY 308 Letter, and for which the Company has completed due diligence and determined that the Proceeds are ready to be remitted to a Signatory State. Such 308 UPRs shall be delivered to Verus beginning on the first day of every calendar month after the Effective Date of the Agreement and concluding with a final 308 UPR delivered on the first day of the calendar month following the Company's submission of its final report under the NY 308 Letter.

Each 308 UPR will be delivered in the format described in **Schedule C**. In addition, MetLife shall provide Verus with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit calculation for each escheatable policy, Annuity Contract and retained asset account identified on a 308 UPR. 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, and dividends.

B. Examination of 308 UPRs

Following its receipt of each 308 UPR, Verus shall perform audit procedures to confirm: (i) the accuracy and completeness of all reported information; (ii) that the Proceeds have been identified to be remitted to the proper Signatory State; and (iii) that the amount of the Proceeds to be remitted has been properly calculated. Once Verus has completed its audit procedures in connection with each 308 UPR (or a portion thereof), it shall return the 308 UPR (or a portion thereof) to MetLife with any modifications or amendments it has determined are necessary. All property for which Verus has made no modifications or amendments on the 308 UPR shall immediately be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section V. below.

MetLife shall have up to twenty (20) days¹ to review any modifications or amendments made to each 308 UPR and notify Verus of any disputes it has with any such modifications or amendments. Verus and MetLife shall meet in good faith to resolve any such disputes within twenty (20) days of receipt of notification. All property that MetLife agrees is due to be remitted following its review of modifications or amendments made to a 308 UPR or reconciliation of any disputes shall then be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section V. below. All disputes that remain unreconciled twenty (20) days after MetLife and Verus first meet to discuss each 308 UPR may be referred by either MetLife or Verus to the dispute resolution process described in Section 3.E. of the Agreement.

II. ISSUANCE AND EXAMINATION OF INDUSTRIAL RPU/HIGH AGE INDUSTRIAL UPRs

A. Issuance of Industrial RPU/High Age Industrial UPRs

For each Industrial RPU Policy and High Age Industrial Policy, MetLife shall send one letter to the policy owner at the policy owner's last address as recorded on the Company's administrative system for that policy, provided, however, that no letter shall be sent if there is a known bad address for the policy or a bad address indicator on the policy record. The mailing of such letters will commence within sixty (60) days following the Effective Date. The mailings may be made in stages in order to accommodate the volume of mailings, provided that: (i) all High Age Industrial Policy mailings shall be issued prior to any Industrial RPU Policy mailings; (ii) MetLife shall use its best efforts to issue at least 150,000 mailings per month; and (iii) all mailings to be made pursuant to this provision shall be completed within six (6) months of the Effective Date.

MetLife will have two (2) calendar months from the date the letter is mailed within which to make confirmed contact with an owner, Beneficiary, or the legal representative of a Beneficiary. For the purposes of this subsection, "confirmed contact" means MetLife has made contact with an owner, Beneficiary or a Beneficiary's legal representative, and has begun to collect the documentation and information necessary to process any claim associated with the policy.

In the event that confirmed contact is not made with the owner, Beneficiary, or the legal representative of a Beneficiary within the allotted two (2) calendar month period, or if there is a bad address indicator on the policy record, the property shall be subject to reporting and remittance pursuant to this Section and Section V. of **Schedule D**. If confirmed contact is made with an owner of a policy who is alive, he or she may elect to maintain the policy in-force or surrender the policy for a cash settlement. If

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 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.

confirmed contact is made with a Beneficiary or the legal representative of a Beneficiary of a deceased insured, MetLife shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which MetLife makes contact with the Beneficiary or the Beneficiary's legal representative. MetLife shall make payment of the claim per the terms of the applicable policy following contact with a Beneficiary, or the legal representative of a Beneficiary. If at the end of this two (2) calendar month period MetLife has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with this Section and Section V. of **Schedule D**.

On the first day of each calendar month, MetLife will submit Industrial RPU/High Age Industrial UPRs to Verus identifying Industrial RPU Policies and High Age Industrial Policies for which the Company has completed the processes described above and determined that the Proceeds are ready to be remitted to a Signatory State. Each Industrial RPU Policies and High Age Industrial Policies will be delivered in the format described in **Schedule C**. In addition, MetLife shall provide Verus with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit calculation for each escheatable policy identified on an Industrial RPU/High Age Industrial UPR. Such documentation shall include a breakdown of all charges or additions to the account, including but not limited to loans, premiums, service fees, interest, and dividends.

Within five (5) business days following the issuance of each Industrial RPU/High Age Industrial UPR to Verus, MetLife shall provide Verus with a list of all Industrial RPU Policies and High Age Industrial Policies that it has paid out or is maintaining in-force as a result of the due diligence process, and all policies for which confirmed contact with a Beneficiary or a Beneficiary's legal representative has been made but the Proceeds remain to be paid out. Verus may perform appropriate audit techniques to confirm that MetLife is appropriately maintaining in-force policies or has fully paid the Proceeds to the Beneficiaries following the due diligence process.

B. Examination of Industrial RPU/High Age Industrial UPRs

Following its receipt of each Industrial RPU/High Age Industrial UPR, Verus shall perform audit procedures to confirm: (i) the accuracy and completeness of all reported information; (ii) that the Proceeds have been identified to be remitted to the proper Signatory State; and (iii) that the amount of the Proceeds to be remitted has been properly calculated. Once Verus has completed its audit procedures in connection with each Industrial RPU/High Age Industrial UPR (or a portion thereof), it shall return the Industrial RPU/High Age Industrial UPR (or a portion thereof) to MetLife with any modifications or amendments it has determined are necessary. All property for which Verus has made no modifications or amendments on the Industrial RPU/High Age Industrial UPR shall immediately be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section V. below.

MetLife shall have up to twenty (20) days to review any modifications or amendments made to each Industrial RPU/High Age Industrial UPR and notify Verus of any disputes it has with any such modifications or amendments. Verus and MetLife shall

meet in good faith to resolve any such disputes within twenty (20) days of receipt of notification. All property that MetLife agrees is due to be remitted following its review of modifications or amendments made to an Industrial RPU/High Age Industrial UPR or reconciliation of any disputes shall then be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section V. below. All disputes that remain unreconciled twenty (20) days after MetLife and Verus first meet to discuss each Industrial RPU/High Age Industrial UPR may be referred by either MetLife or Verus to the dispute resolution process described in Section 3.E. of the Agreement.

III. ISSUANCE AND REVIEW OF SUPPLEMENTAL UPRs

A. Issuance of Supplemental UPRs

Separate Supplemental UPRs shall be issued for: (i) Proceeds payable under life insurance policies upon an event of death or upon reaching the policy Maturity Age (other than Industrial policies) (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”); (iv) unclaimed Proceeds in dormant retained asset accounts or where the retained asset account owner is deceased (the “Retained Asset Account Reports”); and (v) Proceeds of Industrial policies (the “Industrial Reports”). The first set of Supplemental UPRs shall be issued within thirty (30) days of the Effective Date of the Agreement and shall identify Proceeds currently in MetLife’s Unclaimed Funds System (“MUFS”) for which Verus has completed its review as of the time this first set of Supplemental UPRs is issued. Thereafter, Verus shall deliver a new Life Insurance Report, Group Life Insurance Report, Annuity Report, Retained Asset Account Report, and Industrial Report commencing on the first day of every calendar month following receipt of the final 308 UPR (but in no event later than June 30, 2012). Thereafter, Supplemental UPRs shall be delivered to MetLife according to the following schedule:²

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

² With the exception of the report and remittance of some High Age Industrial Policies, it is contemplated that, in any event, the Audit will be completed no later than 24 months from the Effective Date of this agreement and that Verus will use its best efforts to submit on each monthly Supplemental UPR as close to the maximum number of records permitted under the schedule above as possible, subject to data-related issues and/or receipt of necessary data or information from the Company. The Parties agree to modify schedules in good faith in order to complete the Audit within that period of time.

The Supplemental 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 Supplemental 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 MetLife's data, as determined using the matching procedures of **Schedule B**. Once a match is submitted by Verus, no other matches shall be submitted for that certificate, contract, policy or account unless it is based on additional information that is received from MetLife or information uncovered by MetLife as a result of MetLife's Supplemental UPR review.

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

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

B. Review of Supplemental UPRs

MetLife shall have: (i) up to one (1) calendar month per 50,000 policies or contracts contained on the initial Supplemental UPR identifying Proceeds currently in MUFS in order to identify all Proceeds that it agrees are subject to escheatment as well as any exceptions it may have to the Supplemental UPR; and (ii) up to one (1) calendar month to review all other Supplemental UPRs in order to identify all Proceeds that it agrees are subject to escheatment as well as any exceptions it may have to a Supplemental UPR, provided, however, that MetLife shall have up to forty-five (45) days to review each Group Life Insurance Report. Once MetLife has completed its review of each Supplemental UPR, within five (5) business days following the last day of that month, or within five (5) business days following the end of the review period for Group Life insurance reports, it shall provide Verus with a written list identifying: (i) all Proceeds that it agrees are subject to escheatment in accordance with Sections IV. and V. below; and (ii) the exceptions for Proceeds that MetLife has determined do not meet the criteria for escheatment, together with the specific reasons for its determinations.

C. Review and Reconciliation of List of Exceptions

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

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

IV. PROCESSING FOR PROCEEDS IDENTIFIED ON SUPPLEMENTAL UPRs TO BE REMITTED TO SIGNATORY STATES

MetLife agrees that all Proceeds identified on a Supplemental UPR that are due to be reported and remitted to one of the Signatory States pursuant to Section III above 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

- i. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts where: (a) the owners were identified by MetLife as policyholders or contract owners who could not be located at the time of demutualization, the insureds or Annuity Contract owners or annuitants were deceased as of the time of demutualization, and the owners and insureds or annuitants are the same (or they are different but have the same last known address); or (b) the Proceeds have been entered into MUFS*

For Proceeds within this category, MetLife shall be deemed to have already conducted reasonable due diligence based on the previous searches it has conducted. MetLife may elect to write one letter and send one email to the beneficiary, insured, annuitant, or account owner based on information contained in the Company's files for that policy, contract or account, but all property within this category immediately shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Section V. below after allowing ten (10) days for the Company to calculate the amounts payable under each policy, contract or account. In no event may property under this subsection be excluded from reporting and remittance pursuant to Section V. below unless MetLife has made confirmed contact with a Beneficiary, or the legal representative of a Beneficiary, prior to the termination of the reporting and remittance process after which no further changes will be made to the report. For the

purposes of this subsection, “confirmed contact” means MetLife 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. Thereafter, MetLife shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which MetLife makes contact with the Beneficiary or the Beneficiary’s legal representative. MetLife shall make payment of the claim per the terms of the applicable policy, contract or account following contact with a Beneficiary, or the legal representative of a Beneficiary. If at the end of this two (2) calendar month period MetLife has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with Section V. below.

If MetLife makes confirmed contact with the Beneficiary or the Beneficiary’s legal 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 MetLife’s books and records, as of the time it receives the Supplemental 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 MetLife may conduct to contact the Beneficiary for Proceeds within this category. MetLife will have a two (2) 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 MetLife has confirmed that the property is subject to escheatment under Section III above. For purposes of this Subsection, “confirmed contact” means MetLife 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 MetLife has not made confirmed contact by the end of the two (2) 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 V. below. If MetLife has made confirmed contact within the two (2) calendar month due diligence period, MetLife 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 MetLife 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 V. below. MetLife shall make payment of the claim per the terms of the applicable policy, contract or account following contact with a Beneficiary, or the legal representative of a Beneficiary.

If MetLife does not make confirmed contact with the Beneficiary or the Beneficiary’s legal 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 MetLife’s books and records, as of the time it receives the Supplemental UPR, for the Beneficiary, or the last known address of the insured or annuitant if there is no last known address for the Beneficiary.

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

MetLife 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 from the end of the review period described in Section III. above 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 V. below.

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

B. Reporting of Results of Due Diligence for Supplemental UPRs

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

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

V. REPORT AND DELIVERY PROTOCOL FOR PAYMENT OF PROCEEDS TO A SIGNATORY STATE

Records of Proceeds to be escheated will be generated on the last day of the calendar month. Payment of all Proceeds to be reported and remitted shall be delivered as of the 10th day of the immediately following month.

MetLife agrees that all Proceeds to be reported and remitted to a Signatory State pursuant to this Agreement shall be reported by MetLife to a Signatory State with a notation indicating that the report is made pursuant to the Audit, and shall be remitted by MetLife to the Signatory State either through Verus or in accordance with Verus'

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instructions. Further, MetLife agrees that it shall provide to Verus a copy of all such reports and remittances. MetLife also 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 MetLife to the Signatory States. Nothing in this Agreement, however, shall prohibit the Company from identifying and remitting Proceeds to a Beneficiary if permitted or required by a Signatory State's UP Laws. At such time as the Company provides notice of remittance to a Beneficiary under a Signatory State's UP Laws, the Company shall provide a copy of the notice of remittance to Verus. The Signatory State and Verus shall have access to all relevant records documenting the identification of the Beneficiary and the remittance of Proceeds pursuant to this Section.

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

Reports provided to MetLife shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and MetLife mutually agree in writing) to Ms. Betsy Doñé at bdone@metlife.com. MetLife may designate in writing to Verus one or more persons to receive such reports instead of Ms. Doñé.

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

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

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Ms. Doñé, of MetLife, or Mr. Haley, of Verus, for resolution.³

³ MetLife and Verus may mutually agree to adjust the date on which an action is to take place under this **Schedule D**.

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SCHEDULE E

NON-DISCLOSURE AGREEMENT DATED AUGUST 7, 2009

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of August 7, 2009 (the "Effective Date"), by and among MetLife, Inc., a Delaware corporation, and its following affiliated companies: Metropolitan Life Insurance Company, New England Life Insurance Company, MetLife Insurance Company of Connecticut, General American Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Investors Insurance Company, First MetLife Investors Insurance Company, and MetLife Investors USA Insurance Company (collectively, "Holder"), and Verus Financial LLC (hereinafter "Agent").

WHEREAS, Agent has been authorized (the "Purpose") by various states (collectively the "Participating States," which term shall include any state subsequently initiating a similar exam through Agent) to conduct an examination of the Holder (collectively, the "Examination," which term shall include any subsequently initiated exam by a Participating State) in order to determine compliance with their respective escheat, abandoned property or similar laws, rules or statutes (collectively, the "Code"). The states or jurisdictions participating in this examination of Holder as of the Effective Date are listed on Exhibit A to this agreement; and

WHEREAS, the Holder will disclose certain "Information" to Agent during the course of and in connection with the Examination, which includes information that the Holder deems to be confidential information. "Information" shall mean all information that Holder has furnished or will furnish to Agent in connection with the Examination, whether tangible or intangible, and in whatever form or medium provided, as well as all information generated by Agent or by its Personnel, as defined below, that contains, reflects, or is derived from such furnished information; and

WHEREAS, the disclosure of such confidential information could irreparably harm the business of the Holder; and

NOW THEREFORE, in consideration of the disclosure to Agent of confidential information, Agent hereby agrees to safeguard and keep in strict confidence, except to the extent required to be disclosed under the statutes of the Participating States (and in such case, any disclosure shall be made in accordance with this Agreement), all such Information disclosed to the Agent, as more fully set forth below.

1. This undertaking to protect and maintain confidentiality is made by and on behalf of the Agent and its partners, employees, agents, consultants, advisors, legal counsel, accountants and other of their representatives (collectively the "Personnel"). Agent hereby represents, warrants and covenants that all of its Personnel who receive any Information herein are, and shall continue to be throughout the duration of this Agreement, and after its expiration or termination, under a duty of confidentiality

to Agent with respect to the Information and have been advised of the confidentiality surrounding the disclosures hereunder. Agent, and their Personnel will not disclose the Information except as is directly relevant to the Examination of the Participating State and then only: (a) to employees of the Participating State designated to review compliance by the Holder with the Code. (b) to employees of the Participating States designated to enforce the Code, and (c) any other employees of Participating States to the extent authorized under the Participating States' laws; and (d) to such other persons as the Holder and the Agent may hereafter mutually agree upon in advance in writing and who shall undertake to comply with the restrictions set forth herein on disclosure and use of the Information by delivering to the Holder, a copy of this Agreement with such person's agreement to that effect endorsed thereon. Notwithstanding the foregoing, nothing in this Agreement shall preclude Agent from disclosing Information requested by state insurance commissioners to the extent authorized under the Participating States' Code and Insurance Laws.

2. Agent covenants not to use the Information except solely for the Purpose. Agent further covenants that the Information concerning the Holder which will come into Agent's possession during the course of the Examination shall not be used by Agent in any way to encourage, or solicit a state to conduct an examination of the Holder. Agent covenants that all Information concerning the Holder that has come into possession of the Agent during the Agent's examination of the Holder shall not be used in any other examinations, and that as a result, Agent shall only conduct the Examination on behalf of the Participating States. The foregoing shall not be construed to preclude Agent from representing other state unclaimed property agencies or departments or other regulatory agencies that have or may retain Agent to conduct examinations of MetLife. To the extent that any of the information that may be required to be disclosed in connection with any such examination may overlap with the Information disclosed in this examination, Agent shall not be precluded from requesting, receiving or using such information solely by virtue of Agent having entered into this Agreement. Agent undertakes to retain the audit work papers and reports (which may include the Information) in a secure environment for no longer than the period of time specified by the Participating States' record retention requirements, at which time they shall be destroyed. Agent shall be responsible for any breach of this Agreement by any of its Personnel. In the event of any breach of confidentiality or if the security of Information is compromised in any way (both a "Security Incident"), Agent will immediately notify Holder and provide information as to how and when such Security Incident occurred. Agent will cooperate with Holder to remedy such Security Incident and to comply with all legal obligations arising as a result of such Security Incident, including any notification requirements.

3. The restrictions set forth in this Agreement shall survive the completion or termination of the Examination but shall not apply to any part of the Information: (a) in the public domain and not as a result of the violation of the undertakings herein; (b) lawfully available to the Agent on a non-confidential basis prior to the Holder's disclosure of it to Agent; or (c) hereafter made available to the Agent on a non-confidential basis from a source other than the Holder, provided that such

source lawfully possessed the information and in so acting is not violating any duty or agreement of confidentiality. Agent acknowledges that all Information regarding the Holder supplied to Agent by the Holder shall be deemed confidential information, except to the extent that such Information falls within categories (a) or (b) or (c) above. Agent also acknowledges and agrees that the Information which is confidential hereunder includes any settlement, or other disposition of the Examination, payment(s), or other interim or final resolution of the Examination. Nothing in this record retention provision shall be construed to allow Agent or Participating States to disseminate any Information otherwise restricted by this Agreement.

4. If Agent shall be under a legal obligation in any juridical circumstance or required in response to any applicable "freedom of information" request to disclose any Information, Agent shall give the Holder prompt notice thereof so that the Holder may timely object to the disclosure of such confidential information or cooperate with the Holder to the extent that it seeks a protective order. Furthermore to the extent that Agent is required to disclose any Information pursuant to such legal obligation, Agent shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Information that is required to be disclosed.

5. This Agreement shall be binding upon Holder's and Agent's successors and assigns and shall inure to the benefit of and be enforceable by Agent's and Holder's successors and assigns.

6. This Agreement may not be canceled or modified, nor any of its provisions be waived, except in writing signed by the parties hereto or, in the case of a waiver, on behalf of the party making the waiver.

7. Agent acknowledges and agrees that Holder could be irreparably damaged by a violation of this Agreement on the part of Agent or its Personnel and agrees that Holder will be entitled to injunctive or other equitable relief to prevent or restrain any violations of the provisions of this Agreement (without requirement for posting a bond or proving damages); and Agent hereby irrevocably consents to the jurisdiction of the courts of the State of New York and of any federal courts located within the State of New York for all purposes in connection with any action or proceeding which arises out of or relates to this Agreement, and agrees (a) that service of summons, complaint or other process in connection with any such proceeding may be made by sending the same by postage pre-paid mail or recognized courier service to Agent at its principal office and (b) that service so made shall be effective as personal service in the State of New York. The provisions of this paragraph are without limitation of any other rights, remedies and actions for damages otherwise available to Holder at law or in equity.

8. Should Agent be found to have breached this Agreement it acknowledges that it will reimburse Holder for any legal fees, costs and damages Holder is found to have sustained as a result of the breach (including losses arising from the failure to notify and timely cooperate with any notice requirement).

9. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements and understandings relating to the subject described herein. If it is found in a final judgment by a court of competent jurisdiction that any term or provision herein is invalid or unenforceable, (i) the remaining terms and provisions herein shall be unimpaired and shall remain in full force and effect, (ii) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision, and (iii) if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

10. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

11. The foregoing provisions shall only be binding on Agent and Holder and shall not be construed to be binding on any Participating State.

In Witness Whereof, the parties hereto have caused this Confidentiality Agreement to be executed and delivered the day and year first above written.

HOLDER:

BY: 

Name: Robert F. DiIorenzo

Title: Asst. Vice-President

AGENT:

BY: 

Name: Caroline Marshall

Title: Co-General Counsel

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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 MetLife as a Signatory State.

[SIGNATORY STATE]

By: _____ Date: _____

Its: _____