

GLOBAL RESOLUTION AGREEMENT

This Global Resolution Agreement sets forth the terms and conditions for resolving the ongoing unclaimed property audit that Verus Financial LLC ("Auditor") is conducting of The Guardian Life Insurance Company of America, Berkshire Life Insurance Company of America, Family Service Life Insurance Company, Guardian Insurance & Annuity Company Inc., Park Avenue Life Insurance Company, and Sentinel American Life Insurance Company (collectively "Guardian" or Company) on behalf of the states identified in the attached Schedule A (the "Participating States").

WHEREAS, Auditor, on behalf of the Participating States, is conducting an Audit of the Company to identify what Auditor considers to be Proceeds that are required to be reported and remitted to the Participating States;

WHEREAS, the Company disputes some of the criteria used by Auditor during the course of the Audit and also disputes that some or all of the Proceeds should be considered subject to reporting and remittance to the Participating States;

WHEREAS, the Company represents that it has established policies and procedures to ensure payment of valid claims to Beneficiaries or, in the event that the Company's search identifies no living Beneficiary, to report and remit unclaimed Proceeds to the appropriate states in accordance with the Participating States' UP Laws;

WHEREAS, the Company has fully cooperated with the Participating States and Auditor by making its books and records available for examination, and its personnel and agents available to assist as requested by the Participating States and Auditor, 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 policyholders, annuity contract, and retained asset account owners, as well as the beneficiaries thereof; and

WHEREAS, the Company represents that in 2011 in response to the New York State Department of Financial Services Section 308 Request for Special Report ("308 Report"), the Company conducted a comprehensive DMF review of policies in-force between 1986 and 2011 for which it maintained electronic records. The Company further represents that it investigated policies and potential matches that were not required under the 308 Report and went to great lengths to investigate and pay all claims, incurring substantial expense;

WHEREAS, the Company represents that it has always begun the claims process and paid all benefits due whenever it received notice of a death through an ad hoc or periodic use of the DMF and that since 2012 the Company has conducted quarterly DMF searches of all in-force policies consistent with New York State Insurance Regulation 200;

WHEREAS, the Company denies any wrongdoing or that it has engaged in any activities that violate any applicable law, and, further, denies any liability related to the disposition of unclaimed or other property, but in view of the complex issues raised and the administrative costs involved, the Company and the Signatory States desire to resolve the Audit:

NOW, THEREFORE, the Parties agree as follows:

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

- (a) **"Agreement"** means this Global Resolution Agreement entered into among the Signatory States and the Company, which is also signed by Auditor as the authorized third party auditor for the Signatory States.

- (b) **"Annuity Contract"** means a fixed or variable annuity contract, other than a fixed or variable annuity contract issued (1) in connection with an employment-based plan subject to the Employee Retirement Income Security Act of 1974 or (2) to fund an employment-based retirement plan, including any deferred compensation plans.
- (c) **"Audit"** means the unclaimed property audit that Auditor has been conducting of the Company, on behalf of the Participating States, which Audit is being resolved with respect to the Signatory States pursuant to this Agreement.
- (d) **"Beneficiary"** means the person or entity entitled to receive Proceeds from a life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or Retained Asset Account.
- (e) **"Company"** means Guardian.
- (f) **"Death Master File" or "DMF"** means a version of the United States Social Security Administration's Death Master File or any other database or service that is at least as comprehensive as the United States Social Security Administration's Death Master File for determining that a person has reportedly died. The Death Master File must include at least one full version of the file and may include update files.
- (g) **"Dormancy Period"** means the period of years provided for by a Signatory State's UP Laws upon the expiration of which the Proceeds must escheat to the Signatory State.
- (h) **"Duration of the Audit"** means the period concluding upon completion of all processing related to the last Unclaimed Property Report issued by Auditor

pursuant to the terms of this Agreement, which is contemplated to be no more than twenty-four (24) months from the Effective Date, subject to data-related issues and/or receipt of necessary information from the Company.

- (i) **"Effective Date"** means the date provided for in Section 2.
- (j) **"Lead Signatory States"** means California and Massachusetts.
- (k) **"Maturity Age"** means the age of maturity or age of endowment set forth in the terms of a life insurance policy. If a life insurance policy does not specify an age of maturity or age of endowment, Maturity Age shall mean the limiting age under the life insurance policy. The limiting age of a life insurance policy is the terminal age of the mortality table specified in the policy for calculating reserves and/or non-forfeiture values, or, if the policy does not reference a mortality table for policy reserves and/or non-forfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.
- (l) **"Maturity Date"** means the latest date as set forth in the terms of the Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended as a result of contact with the Annuity Contract Owner or the Annuity Contract owner has taken action after the commencement of the Dormancy Period in respect to the Annuity Contract at issue that is inconsistent with a desire to annuitize.
- (m) **"Participating States"** means those state agencies identified in the attached Schedule A.
- (n) **"Parties"** means the Signatory States and the Company; and "Party" shall mean any one of the Parties.

- (o) **"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.
- (p) **"Record keeper"** means those circumstances under which the Company has priced the group premium rate structure to include record keeping fees or agreed with the group policyholder to be primarily responsible (either directly or through a third party with which the Company has contracted for the group customer's recordkeeping), for obtaining and/or maintaining in its own systems (or the systems of the third party with which the Company has contracted for the group customer's recordkeeping) information about each individual insured under a Company group insurance contract (or a line of coverage thereunder), credit life insurance policy, or mortgage life insurance policy, including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment status. For purposes of this Agreement, the Company shall be deemed a Record keeper for all group life insurance certificates, other than credit life insurance or mortgage life insurance, where any of the following conditions apply: (1) a disability or other waiver of premium or accelerated death benefit claim has been granted and the Company could determine liability on the certificate and pay a claim without consulting either the group policyholder or other third party (other than a third party with which the Company has contracted) for information, other than for beneficiary information, waiver status for any individual that became eligible for waiver of premium at age forty (40) or after and died before their waiver termination and are at an age at which waiver of premium remained available under the group policy,

any death benefit amount that could be determined by using information in the Company's systems (including dates of birth and policy plan schedules), or any other information that the Company would not normally require from a policyholder or other third party (other than a third party with which the Company has contracted) before paying a death claim; (2) there is a cash surrender value; and (3) the certificate has been converted or ported into individual life insurance policies issued by the Company upon the termination of a certificate holder's employment. Notwithstanding any of the foregoing, nothing in this definition is intended to or shall affect the eligibility criteria for a certificate holder from those enumerated in the written terms of any applicable group life insurance policy or, if applicable, the plan documents pursuant to which the group life insurance policy is offered, or preclude the Company from asserting an exception based on lack of eligibility under Section 3.A(iv)(b) or (j) of the Agreement.

- (q) **"Retained Asset Account"** means any mechanism whereby the settlement of proceeds payable under a life insurance policy or Annuity Contract, including, but not limited to, the payment of a death benefit or cash surrender value, is accomplished by the Company or an entity acting on behalf of the Company establishing an account with check or draft writing privileges, where those proceeds are retained by the Company, pursuant to a supplementary contract not involving annuity benefits.
- (r) **"Scope of the Audit"** means all unclaimed property that is required to be reported and remitted to a Signatory State, as defined by the terms of this Agreement, with respect to life insurance policies, Annuity Contracts, and Retained Asset Accounts

that were in force at any time during the period January 1, 1986 through December 31, 2013, regardless of whether they are currently listed as active, and including, but not limited to, policies identified as lapsed, expired, matured, reported and remitted to a Signatory State (escheated), rescinded, or terminated. Notwithstanding any of the foregoing, the Scope of the Audit shall exclude: (1) Proceeds payable under a policy provision or rider covering accidental death; (2) Proceeds due under group life insurance policies or group annuities (including group life insurance and group annuity certificates issued thereunder), mortgage life insurance policies, or credit life insurance policies for which the Company is not, and was not at the time of death, the Record keeper, except for group life insurance, and group annuity, mortgage life insurance, or credit life insurance claims received for which the Company, from information in its administrative systems, or the administrative systems of any third party retained by the Company, and/or the group policy claim form, is able to determine that a benefit is due and is able to determine the benefit amount, but such claims have not been fully paid or escheated; and (3) death benefit due under any Federal employee benefit program, including without limitation the Servicemembers Group Life Insurance and Veterans Group Life Insurance Programs, which, through Federal law or regulation, prohibits escheatment.

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

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

(u) **"UP Laws"** means the Unclaimed Property/Escheat Laws of the Signatory States, as applicable.

(v) **"Auditor"** means Verus Financial LLC.

2. Effectiveness

A. Effective Date

This Agreement shall not become effective until executed by the Company, the two (2) Lead Signatory States, and an additional number of Participating States such that the total number of Signatory States equals two-thirds (2/3) of all Participating States. The Agreement shall initially be executed by the Company and Auditor, as the authorized third party auditor for the Participating States, no later than February 13, 2015, followed by the Lead Signatory States, and Participating States, which shall take place no later than May 15, 2015. The "Effective Date" of this Agreement shall be the date upon which Auditor provides notice to all Parties that this Agreement has been executed by two-thirds (2/3) of the Participating States, including all of the Lead Signatory States, and the notice shall occur promptly following those executions. If this Agreement is not signed by the Lead Signatory States and the minimum required Participating States by May 15, 2015, 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 May 29, 2015, 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 May 29, 2015, as to those Participating States that have signed the Agreement by that date.

B. Signatory States

The Signatory States shall be limited to those Participating States set forth on **Schedule A** as of the date that the Company executes the Agreement. Participating States identified on **Schedule A** may become Signatory States by signing the Agreement at any time prior to the completion of processing of all UPRs pursuant to **Schedule D** of this Agreement (subject to the Company's right to opt out of the Agreement as set forth above). If any state or jurisdiction not identified on **Schedule A** enters into an agreement with Auditor for an unclaimed property audit of the Company prior to the completion of processing of all UPRs pursuant to **Schedule D** of this Agreement, then the Company shall offer to resolve 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 Auditor on behalf of an additional state or jurisdiction, Auditor shall not submit to the Company any unclaimed property reports pursuant to the terms of that agreement until the last group of UPRs provided to the Company pursuant to **Schedule D** under this Agreement is reconciled by the Company and Auditor, unless the Company elects to receive those unclaimed property reports at an earlier time agreed to between the Company and Auditor.

Notwithstanding the foregoing, Auditor agrees that it will not use any confidential information received from the Company to solicit, encourage, or request that any non-Participating State conduct an audit of the Company.

3. Remittance of Proceeds Payable to Signatory States

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

A. Proceeds Escheatable By Reason of Death

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

(ii) Within ninety (90) business days of the Effective Date, the Company shall provide to Auditor information consistent with the scope of the Audit concerning DMF searches it has performed pursuant to the 308 Report and/or New York State Insurance Regulation 200 including, to the extent currently maintained: (a) the underlying detailed information (defined for the purposes of this paragraph as the policy or contract number, full name of the insured, member or annuitant, date of birth, Social Security number, and address, where available) regarding all potential matches the Company has identified as a result of comparisons it has performed of its life insurance policies (including group life insurance certificates issued hereunder), Annuity Contracts, or Retained Asset Accounts against the DMF subsequent to the initiation of the Audit; (b) a list of all matches the Company has determined to be valid; (c) a list of all potential matches the Company has determined to be invalid and/or for which no Proceeds are payable, as well as the specific grounds for such determinations (e.g., the Proceeds were previously paid); (d) a list of all policies or contracts where a match has been made and the Company has determined that Proceeds under the policies or contracts are subject to escheatment; and (e) a list of all policies or contracts where a match has been made and the Company has paid the Proceeds under the policies, as well as information identifying all Beneficiaries of these policies or contracts that have been paid.

(iii) Within one hundred twenty (120) business days of the Effective Date of this Agreement, the Auditor shall submit the first UPR, in accordance with **Schedule D**, which shall contain only life insurance policies (including group life insurance certificates issued thereunder),

Annuity Contracts, and/or Retained Asset Accounts identified by the Company on the list provided in accordance with paragraph (ii)(c) above as being subject to escheatment.

(iv) Thereafter, Auditor will submit additional UPRs to the Company in accordance with **Schedule D** identifying life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or Retained Asset Accounts where a death has been identified by Auditor in accordance with **Schedule B** that was not previously identified by the Company as a potential match, and for which Auditor has determined that Proceeds may be payable. All UPRs that Auditor provides to the Company with respect to life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or Retained Asset Accounts shall identify deaths of the Company's insureds, Annuity Contract owners or annuitants, and Retained Asset Account owners that Auditor has identified in the course of matching the Company's records against the DMF. The UPRs will be delivered in the format described in **Schedule C**.

(v) Pursuant to Section 3.E herein and **Schedule D, Section II**, the Company shall provide Auditor with exceptions to the UPRs and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Auditor previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed fifteen (15) business days. The sole grounds for exceptions shall be one or more of the following: (a) the individual identified on the UPR is not dead; (b) the individual is not an insured, eligible to be an insured under a group life insurance certificate, an annuitant, an Annuity Contract owner, or a Retained Asset Account owner; (c) the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or Retained Asset Account was not in force upon death; (d) there was no benefit payable

upon death (e.g., the life insurance policy, group insurance certificate, Annuity Contract, or Retained Asset Account had no value as of the date of 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 provision or suicide exclusion; (f) the Dormancy Period has not expired; (g) all benefits payable upon death have in fact been remitted to a Beneficiary or escheated as unclaimed property; (h) if an Annuity Contract, the Beneficiary has re-registered or recorded the contract with the Company as a beneficial owner and the five-year period under Section 72(s)(1)(B) of the Internal Revenue Code (including the special rule for a surviving spouse), if applicable, or any contractually permitted period under the five-year rule of Section 401(a)(9)(B) of the Internal Revenue Code (including the special rule for a surviving spouse), if applicable, has not expired, or the benefits are being paid over the life of the beneficiary under Section 72(s)(2) or 401(a)(9)(B) of the Internal Revenue Code; (i) a claim for the value of any benefits payable upon death already is in the process of being paid by the Company to a Beneficiary and the benefits will be paid within the time allotted for payment following confirmed contact with a Beneficiary as set forth in **Schedule D**; (j) for group life insurance contracts (including group life insurance certificates issued thereunder), group Annuity Contracts, group mortgage life insurance policies, or group credit life insurance policies, and for group life insurance certificates where a disability or other waiver of premium or accelerated death benefits has been granted, the Company lacks and is unable to obtain sufficient information necessary to determine that the Proceeds are due or is unable to determine the amount of the Proceeds; (k) all benefits payable upon death are remittable to a non-Signatory State or are the subject of pending litigation; (l) all benefits payable upon death are due under a participating group life insurance policy subject to retrospective experience rating, so long as any related premium stabilization reserve shall upon termination of such group

insurance policy be payable by the Company to (1) the group customer for the benefit of the plan participants or (2) the plan; (m) group marketed corporate, bank, and institutional owned policies where the beneficiary is the policy owner, the Company is in contact with the policy owner, and there are no other individual beneficiaries; (n) private placement variable universal life products and private placement variable annuities where the Company is in contact with the policy owner or contract owner; and/or (o) the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract or Retained Asset Account is not within the Scope of the Audit. The Company shall further provide notice to Auditor if it believes the date of death is different than the date of death provided by Auditor if the Company contends such difference affects the Proceeds payable under the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or Retained Asset Account. The list of exceptions shall be provided by the Company no later than the times specified in **Schedule D, Section II**.

(vi) For purposes of this Section only, the Dormancy Period is deemed to commence upon the date of death as reflected in the DMF and expires after the requisite number of years has passed under the UP Laws of the applicable Signatory State. The running of the Dormancy Period shall not be tolled for any reason other than: (a) pending litigation to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds; (b) pending litigation instituted by the Company to determine whether a benefit is due or to otherwise determine the rightful owner of the Proceeds including as the stakeholder in an interpleader action intended to resolve a dispute where more than one claimant has made claim to the Proceeds, or as the moving party in a declaratory judgment action; (c) pending litigation to resolve whether there was fraud or misrepresentation or lack of insurable interest with regard to policy or contract issuance; (d) the Proceeds are payable to an individual who has not reached the age of majority under the applicable

state law, provided that the Company has had documented contact with the minor or his or her representative; or (e) otherwise as expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled, the Dormancy Period shall begin to run upon the termination of the litigation, upon an individual referenced in (d) of this paragraph reaching the age of majority or as expressly allowed by the Signatory States.

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

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

(a) Proceeds under life insurance policies shall be determined in accordance with the policy terms as of the date of death, exclusive of any interest (other than interest payable under Section 3A(ix) or (x) below), and shall include a reversal of any amounts deducted from the policy after death, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for interest or dividends. Notwithstanding the above, charges incurred before the insured's date of death but posted after the date of death shall not be reversed. With respect to Proceeds identified by the Auditor in accordance with **Schedule B**, including proceeds that remain in variable life insurance policies, the Company shall determine Proceeds based on the calculated death benefit on the date that the claims transaction is

processed for transfer to the Company's applicable account for remittance processing, which shall be within 30 days of the date that the Proceeds are remitted to a Signatory State. Notwithstanding the foregoing, except for recalculating interest, if any, consistent with this Agreement, Proceeds from life insurance policies held in the Company's unclaimed property system prior to the Effective Date shall be valued as of the date the transaction was processed for transfer to the Company's account for remittance processing.

(b) Proceeds under Annuity Contracts with a death benefit shall be determined according to the contract terms, exclusive of interest on a death benefit (other than interest, if any, payable under Section 3A(ix) or (x) below), except that: (1) with respect to those Proceeds that remain in variable annuities, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts at the close of business within 30 days of the date Proceeds are remitted to a Signatory State; and (2) with respect to those Proceeds that remain in fixed annuities, the Company shall determine Proceeds based on the values of the account within 30 days prior to the date the Proceeds are remitted to a Signatory State. Notwithstanding the foregoing, except for recalculating interest, if any, consistent with this Agreement, Proceeds from Annuity Contracts held in the Company's unclaimed property system prior to the Effective Date shall be valued as of the date the transaction was processed for transfer to the Company's account for remittance processing.

(c) Proceeds under Retained Asset Accounts shall be the value of the account within 30 days of the date the Proceeds are remitted to a Signatory State. Notwithstanding the foregoing, Proceeds from Retained Asset Accounts held in the

Company's unclaimed property system prior to the Effective Date shall be valued as of the date the transaction was processed for transfer to the Company's account for remittance processing.

(ix) For Proceeds identified by the Company, the amount payable to a Signatory State shall include the Proceeds, plus simple interest at a rate of three (3) percent per year from the date used to establish the death benefit values in accordance with Section 3A(viii)(a) and (b) above, or from January 1, 1992, whichever is later, through June 30, 2011. With respect to Annuity Contracts no interest will be paid except where the death benefit values were placed in a suspense account or money market account earning less than three (3) percent interest for over ninety (90) days, then interest representing the difference between three (3) percent and the interest received shall be payable on the Annuity Contract Proceeds from the date the death benefit account values are established according to the contract terms or from January 1, 1992, whichever is later, through June 30, 2011. (x) For Proceeds first identified by the Auditor, the amount payable to a Signatory State shall include the Proceeds, plus simple interest at a rate of three (3) percent per year from the date used to establish the death benefit values in accordance with Section 3A(viii)(a) and (b) above, or from January 1, 1992, whichever is later, through December 31, 2014. With respect to Annuity Contracts no interest will be paid except where the death benefit values were placed in a suspense account or money market account earning less than three (3) percent interest for over ninety (90) days, then interest representing the difference between three (3) percent and the interest received shall be payable on the Annuity Contract Proceeds from the date the death benefit account values are established according to the contract terms or from January 1, 1992, whichever is later, through December 31, 2014.

(xi) 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) Auditor will submit UPRs to the Company in accordance with **Schedule D** identifying life insurance policies (including any group life insurance certificates issued thereunder) and Annuity Contracts that Auditor has determined have reached Maturity Age or Maturity Date on or before December 31, 2012, and for which the period of time elapsed since the Maturity Age or Maturity Date is beyond the Dormancy Period. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section 3.E herein and **Schedule D, Section II**, the Company shall provide Auditor with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Auditor previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed fifteen (15) business 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 Date (e.g., any value was intended to remain in the policy or Annuity Contract to provide a death or final expense benefit; the policy, group life insurance certificate, or Annuity Contract had no value at the Maturity Age or Maturity Date; the policy, group life insurance certificate, or Annuity Contract had been surrendered); (d) the Dormancy Period has not expired; (e) the value of any Proceeds payable upon the Maturity Age or Maturity Date has in fact been remitted to the Beneficiary, or the Proceeds were already escheated as unclaimed property; (f) the value of any Proceeds payable upon the Maturity Age or Maturity Date is remittable to a non-Signatory State or is the subject of pending litigation; (g) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized or is in the process of being annuitized as a result of confirmed contact with the Beneficiary per the terms of the contract; (h) the value of any Proceeds payable upon the Maturity Age or Maturity Date is in the process of being paid by the Company as a result of confirmed contact with the Beneficiary per the terms of the contract; and/or (i) the life insurance policy (including any group life insurance certificate issued thereunder) or Annuity Contract is not within the Scope of the Audit. The Company shall further provide notice to Auditor if it has determined that the Maturity Age or Maturity Date is different than the Maturity Age or Maturity Date provided by Auditor if the Company contends such difference affects Proceeds under the policy or Annuity Contract. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section II.**

(iv) For purposes of this Section, the Dormancy Period commences upon the Maturity Age or Maturity Date of the policy, group life insurance certificate, or Annuity Contract, or any revised Maturity Age, Maturity Date or other deferral expiration, as confirmed in writing to the

Company by such owner, and is restarted upon documented contact with the owner of the relevant policy, group life insurance certificate or Annuity Contract. For purposes of this Section, "documented contact" includes: (a) owner-initiated administrative actions and interactions such as incoming calls and correspondence to a customer service center, including but not limited to a request by the policy owner, Beneficiary, Annuity Contract owner, annuitant, or the properly designated representative thereof, to maintain the policy or Annuity Contract, defer annuitization, surrender or accept other payment to be received from the policy, group life insurance certificate, or Annuity Contract; change the designation of a Beneficiary, Annuity Contract owner or annuitant; or change an address or contact information; or (b) financial transactions such as a non-automated withdrawal (including, without limitation, election of a guaranteed minimum withdrawal or accumulation benefit(s)); refusing rider fee change increases; commencing or altering a required minimum distribution pursuant to the Internal Revenue Code and/or exercising any premature withdrawal privileges; additions of premium; a non-automated request to transfer funds, or reallocate the value of a policy or Annuity Contract among variable investment options; a request for information about receiving annuity payments; or a non-automated request to renew or change a fixed interest guarantee period under the policy or Annuity Contract.

(v) The running of the Dormancy Period shall not be tolled for any reason other than: (a) pending litigation to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds; (b) pending litigation instituted by the Company to determine whether a benefit is due or to otherwise determine the rightful owner of the Proceeds including as the stakeholder in an interpleader action intended to resolve a dispute where more than one claimant has made claim to the Proceeds or as the moving party in a declaratory judgment action; (c) pending litigation to resolve whether there was fraud or misrepresentation or lack of insurable interest with regard to

policy or contract issuance; or (d) otherwise expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled due to institution of litigation, the Dormancy Period shall begin to run upon the termination of the litigation or as expressly allowed by the Signatory States.

(vi) If the Company locates the owner of the relevant policy, group life insurance certificate or Annuity Contract, or such person's properly designated representative, before the Proceeds are required to be reported and remitted to a Signatory State in accordance with **Schedule D**, the Company will make a written notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or email address of the contacted person.

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

(viii) Proceeds remitted by the Company to a Signatory State under an Annuity Contract shall include the current account value as follows: (a) for a variable Annuity Contract, based on the value of assets held in the underlying separate account at the close of business within 30 days prior to the date Proceeds are remitted to a Signatory State, and (b) for a fixed Annuity Contract, based on the account value within thirty (30) business days of the date the Proceeds are remitted to a Signatory State and inclusive of any interest credited by the Company to the account value. Upon remittance, the Company shall have no further obligation to escheat Proceeds under the Annuity Contract.

(ix) All Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age shall be determined by the Company in accordance with the terms of the

policy, or certificate, as appropriate, and shall include a reversal of any amounts deducted from the policy after the Maturity Age, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for interest or dividends. Notwithstanding the above, charges incurred before the Maturity Age but posted after the Maturity Age shall not be reversed. For Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age identified by the Company, interest shall be added to Proceeds due to the Signatory States from the later of the Maturity Age or January 1, 1992, at the interest rate of three (3) percent through June 30, 2011. For Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age identified by the Auditor, interest shall be added to Proceeds due to the Signatory States from the later of the Maturity Age or January 1, 1992, at the interest rate of three (3) percent through December 31, 2014.

(x) 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) Auditor will submit UPRs to the Company in accordance with **Schedule D** identifying dormant Retained Asset Accounts that Auditor has determined may be payable. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section 3.E herein and **Schedule D, Section II**, the Company shall provide Auditor with exceptions to the UPR and state the grounds thereof. Where such grounds are based on documents or data that have not been provided to Auditor previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed fifteen (15) business days. The sole grounds for exceptions shall be one or more of the following: (a) the owner of Retained Asset Account identified in the UPR has taken affirmative action in respect to the account that is inconsistent with abandonment (automatic financial or administrative transactions, other than automated deposits or withdrawals prearranged by the account owner, and/or the non-receipt by the Company of returned mail shall not constitute "affirmative action" for this purpose, except to the extent that the Signatory State's UP Laws specifically recognize that such activity is sufficient to prevent property from being presumed abandoned); (b) the Dormancy Period has not expired; (c) the value of the Retained Asset Account has in fact been remitted to the owner or escheated as unclaimed property; (d) the funds in the Retained Asset Account are remittable to a non-Signatory State or are the subject of pending litigation; and/or (e) the Retained Asset Account is not within the Scope of the Audit. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section II**. For purposes of this Section, the Dormancy Period shall not be deemed to have expired with respect to Proceeds of a Retained Asset Account if the Company has documented contact with the owner within the Dormancy Period.

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

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

(vi) Proceeds under Retained Asset Accounts shall be the value of the account within 30 days 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. Resolving Disputes Regarding Unclaimed Property Reports

(i) The following shall be the procedures for resolving disputes regarding UPRs.

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

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

(iv) If there is no agreement after Auditor and the Company meet, Auditor shall provide notice to a Signatory State of the failure to reach agreement within the time specified in **Schedule D, Section II.** 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, Auditor shall provide notice to a Signatory State of all exceptions the Company has taken to a UPR and as to which Auditor has agreed that no Proceeds are payable. Such determinations as to previously disputed UPRs shall be final and binding as to the Parties.

E. Priority and Disputes

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

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

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

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

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

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

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

F. Reporting and Remitting Proceeds

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

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

(iii) Upon the Company making all reports and remittances required by this Agreement at the conclusion of the Duration of the Audit, the Signatory States shall relieve the Company from any further duties under their UP Laws for life insurance policies (including any group life

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

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

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

4. General Provisions

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

order to determine whether an insured, Annuity owner or annuitant or Retained Asset Account owner was deceased.

(ii) On the 25th day of every month, the Company will provide Auditor with a list of any additional unclaimed life insurance policies, Annuity Contracts, or Retained Asset Accounts within the Scope of the Audit the Company has identified or become aware of that may be unpaid, as well as a list of any such policies, contracts or accounts for which the Company has either attempted to contact a customer to confirm a death or obtain additional identity information or initiated due diligence as a result of a DMF match or potential match. The Company agrees that all life insurance policies, Annuity Contracts or Retained Asset Accounts on any such lists that meet the conditions for escheatment under the terms of this Agreement shall be valued and processed in accordance with the terms of this Agreement.

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

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

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

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

(vii) Each Signatory State agrees to the following:

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

(b) To release the Company from all claims, demands, interest (excepting such interest available under the terms of this Agreement), penalties, actions or causes of action that the Signatory State may have regarding or relating to any unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder), Annuity Contract or Retained Asset Account that was remitted or remittable prior to calendar years through and including report year 2013, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts or group annuity contracts (including group life insurance or annuity certificates issued thereunder) where a claim is received after calendar year 2013, regardless of the date of the death upon which the claim is based.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to paragraphs 3.A-3.C of this Agreement shall be in full and final satisfaction of any and all claims that the Signatory State has or may have under that Signatory State's UP Laws with respect to unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder), Annuity Contract or Retained Asset Account that was remitted or remittable prior to calendar years through and including report year 2013, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance contracts or group annuity contracts (including group life and group annuity insurance certificates issued thereunder) where a claim is received after calendar year 2013, regardless of the date of the death upon which the claim is based. The Signatory States further waive any right to audit or examine the books and records of the Company with respect to unclaimed property for which the Company has been released in the previous sentence.

(d) That the disclosures and assistance made by the Company in connection with this Audit satisfy the reporting requirements of its UP Laws for the applicable examination period regarding unclaimed property types identified and reportable pursuant to paragraphs 3.A-3.C, and the Signatory State hereby releases the Company from any additional reporting requirements under its UP Laws for or related to the Company's reporting and remittance of unclaimed property types identified and reportable prior to calendar years through and including report year 2013 pursuant to paragraphs 3.A-3.C.

(e) To maintain the confidentiality of information voluntarily disclosed concerning identifying information and the business processes and trade secrets of the

Company to the extent permissible under each Signatory State's laws, and shall only disclose such information to the extent required under each Signatory State's laws.

(f) That Auditor shall return or destroy confidential information within thirty (30) days after the Duration of the Audit, excepting work papers and other materials required to be retained by Auditor pursuant to contracts with any Signatory State and those materials necessary to resolve any outstanding disputes pursuant to Section 3.E herein, in accordance with the terms of the Non-Disclosure Agreement which is attached hereto as Schedule E.

(viii) This Agreement and its attachments constitute the entire agreement of the Parties with respect to the matters referenced herein and may not be amended or modified, nor may any of its terms be waived, except by an amendment or other written document signed by the Parties hereto; provided, however that the Company and a Signatory State may mutually agree to a reasonable extension of time in order to carry out the provisions of this Agreement with respect to that Signatory State.

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

any time prior to the objection being resolved or withdrawn, and take any action it deems appropriate under that Signatory State's UP Laws regarding the reporting, remittance and delivery of unclaimed property by the Company.

(x) This Agreement represents a compromise of disputed matters between the Parties. Neither this Agreement, nor any act performed or document executed in furtherance of this Agreement, nor any discussions or communications leading to this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or 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 Audit or this Agreement.

(xi) The Company shall be excused from its performance under this Agreement, shall not be deemed to have breached this Agreement, and shall not be liable in damages or otherwise, in the event of any delay or default in performing the Agreement's terms resulting from a circumstance not within the reasonable control of the Company including, but not limited to, damage to or destruction of Company's property, systems or facilities. Notwithstanding such circumstances, the Company shall exercise reasonable diligence to perform its obligations under this Agreement and shall take reasonable precautions to avoid the effects of such circumstances to the extent that they may cause delay or default with respect to the Company's ability to perform its obligations under this Agreement.

(xii) This Agreement shall not confer any rights upon any person or entities other than the Parties and is not intended to be used for any other purpose. Nothing in this Agreement shall be construed to provide for a private right of action to any person or entity. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters addressed herein shall remain within the sole and exclusive jurisdiction of the Signatory States.

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

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

(xiv) Any notices required by this Agreement shall be given in person by hand delivery, delivery by a nationally recognized overnight courier service or by certified mail postage pre-paid, return receipt requested, to the applicable address and Party set forth below. In all cases such notice shall be effective upon receipt or intentional rejection of receipt. Either Party may from time to time specify a different addressee or address upon giving written notice thereof to the other Party.

In the case of GUARDIAN:

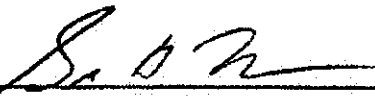
Attn.: Walter Skinner, Vice President, Treasurer
The Guardian Life Insurance Company of America
7 Hanover Square
New York, NY 10004

In the case of Auditor:

Attn.: Caroline Marshall, General Counsel
Verus Financial LLC
500 Chase Parkway
Waterbury, CT 06708

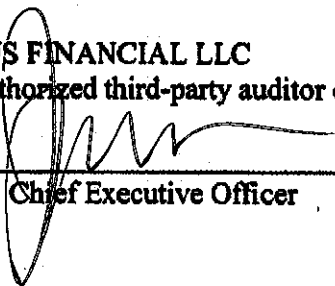
(xv) This Agreement may be executed in counterparts, but shall not be effective except as provided for pursuant to Section 2 above. Signatory States will execute this Agreement by signing a signature page in the form set out as **Schedule F** hereto.

GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA
FAMILY SERVICE LIFE INSURANCE COMPANY
GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
PARK AVENUE LIFE INSURANCE COMPANY
SENTINEL AMERICAN LIFE INSURANCE COMPANY

By: 
Sean D. Quinn
Its: Vice President, Counsel

Date: 2/11/15

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

By: 
Its: Chief Executive Officer

Date: 2/11/15

Exhibits Index

Schedule A: Participating States

Schedule B: Rules for Identifying Death Matches

Schedule C: Missing Data Life Policy Unclaimed Property Report and
Unclaimed Property Report Information and Format

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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 Auditor is conducting of Guardian:

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

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES

In comparing Company's records of its insureds, Annuity Contract owners or annuitants, as applicable to the payment of the death benefit, and Retained Asset Account owners against the DMF, the governing principle to be followed shall be establishing whether or not a unique biological individual identified on Company's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable. In comparing Company's records of its insureds, Annuity Contract owners or annuitants, and Retained Asset Account owners against the DMF, Auditor shall divide the matches it identifies into four categories in accordance with the rules set forth below.

Category 1: "Exact" Match

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

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

Category 2: SSN Match

A Category 2 Match occurs when:

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

Category 3: Non-SSN Match

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

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

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

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

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

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

Fuzzy Match Criteria:

1. A "First Name" fuzzy match includes one or more of the following:
 - a. First Name nicknames: "JIM" and "JAMES." Auditor utilizes the pdNickname database from Peacock Data, Inc. as well as publicly available

- lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.
 - b. Initial instead of full First Name: "J FOX" and "JAMES FOX."
 - c. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."
 - d. Data entry mistakes with a maximum difference of one character for a First Name at least five characters in length: "HARRIETTA" and "HARRIETA."
 - e. First Name is provided together with Last Name in a "Full Name" format and First Name and Last Name cannot be reliably distinguished from one another: "ROBERT JOSEPH," both "JOSEPH ROBERT" and "ROBERT JOSEPH."
 - f. Use of interchanged First Name and "Middle Name": "ALBERT E GILBERT" and "EARL A GILBERT."
 - g. Compound First Name: "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY."
 - h. Use of "MRS." + "HUSBAND'S First Name + Last Name:" "MRS DAVID KOOPER" and "BERTHA KOOPER" where the Date of Birth and Social Security Number match exactly and the Last Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.
2. A "Last Name" fuzzy match includes one or more of the following:
- a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD."
 - b. Compound last name: "SMITH" and "SMITH-JONES."
 - c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN."
 - d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES."
 - e. First Name is provided together with Last Name in a "Full Name" format and First Name and Last Name cannot be reliably distinguished from one another: "ROBERT JOSEPH," both "JOSEPH ROBERT" and "ROBERT JOSEPH."
 - f. Use of apostrophe or other punctuation characters in Last Name: "O'NEAL" and "ONEAL."
 - g. Data entry mistakes with a maximum difference of one character for Last Name: "MACHIARELLI" and "MACHIARELI."
 - h. Last Name Cut-off. A match will be considered to have been made where due to the length of the Last Name, some of the last letters were not saved in the database: "Brezzinnows" and "Brezzinnowski" and "Tohightower" and "Tohightowers."
 - i. Married Female Last Name Variations: A fuzzy Last Name match will be considered to have been made even though the data does not match on the Last Name of a female if the Date of Birth and Social Security Number match exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

3. A "Date Of Birth" fuzzy match includes one of the following:
- a. Two dates with a maximum of 1 digit in difference: "03/27/1945" and "03/27/1946."
 - i. NOTE: "03/27/1949" and "03/27/1950" are not a match under Rule 3(a).
 - ii. Only 1 entry mistake per full date is allowable: "03/27/1945" and "03/28/1946" are not a match under Rule 3(a).
 - b. Transposition of month and day portion of the Date of Birth: "05/11/1935" and "11/05/1935."
 - c. If either Company's systems or the DMF does not contain a complete Date of Birth, then a Date of Birth exact match will be found to exist where the data that is available on Company's systems does not conflict with the data contained in the DMF. By way of example, if Company's systems only contain a month and year of birth, an exact Date of Birth match will exist if the DMF record contains the same month and year of birth.
 - d. If the Company provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the Company provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the Company provided Date of Birth is within 2 years either before or after the DMF listed Date of Birth.
 - e. If the Company provided First and Last Name match exactly and there is an inaccurate, missing or incomplete Social Security Number, a match will be considered made if:
 - i. The Company supplied Date of Birth is a default Date of Birth (e.g., 01/01/1915) and the DMF year of birth is either an exact match or the DMF Date of Birth is within 1 year either before or after the Company provided Date of Birth (e.g., 01/01/1915 & 02/25/1915 or 01/01/1915 & 02/25/1916);
 - ii. The Company supplied Date of Birth matches exactly with the DMF month and day of birth and the DMF year of birth is within 5 years either before or after the Company supplied Date of Birth (e.g., 02/25/1915 & 02/25/1913 or 02/25/1915 & 02/25/1916);
 - iii. The Company supplied Date of Birth matches exactly with the DMF month and year and the DMF day of birth is not a match (e.g., 02/25/1915 & 02/15/1915 or 02/25/1915 & 02/7/1915); or
 - iv. The DMF Date of Birth is within 5 years either before or after the Company supplied Date of Birth and a search of that individual's First and Last Name and Social Security Number (listed on the DMF) in Accurint for Insurance or an equivalent database results in an address matching an Company address for that policy, contract or account.

4. A "Social Security Number" fuzzy match includes one of the following:

- a. Two Social Security Numbers with a maximum of 2 digits in difference, any number position: "123456789" and "123466781."
- b. Two consecutive numbers are transposed: "123456789" and "123457689."
- c. If a Social Security Number is less than 9 digits in length (with a minimum of 7 digits) and is entirely embedded within the other Social Security Number: "1234567" and "0123456789."

Reports of Matches

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

Other Matches and Mismatches

Notwithstanding the fact that a life insurance policy (including a group life insurance certificate issued thereunder), Annuity Contract, or Retained Asset Account is listed as a match, the Parties agree that there will not be a reportable match if Company is able to produce evidence sufficient to establish that the unique biological individual identified on Company's data is not the same as a unique biological individual identified on the DMF or such individual is not dead. Additionally, notwithstanding the fact that a policy (including a group life insurance certificate issued thereunder), Annuity Contract, or Retained Asset Account is not found to be a match in accordance with the foregoing rules, Auditor may submit, in a separate report to be provided concurrently with the provision of Auditor's next due UPR, evidence sufficient to establish that a unique biological individual identified on Company's data is the same as a unique biological individual identified on the DMF. Once a match is submitted by Auditor pursuant to the preceding sentence, no other such matches shall be submitted for the individual so identified. In the event that Company and Auditor are unable to resolve any disputes related to what constitutes a reportable match, such disputes shall be subject to the dispute resolution provisions of the Agreement set forth in **Schedule D**. Auditor and Company agree to meet in order to evaluate whether the matching process is producing satisfactory data. If the matching process is not producing satisfactory data (i.e., a large number of false positives are reported based on the current criteria), Auditor and Company agree to use best efforts to develop new criteria for Auditor's identification of matches.

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

Report Information:

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

Report Formats:

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

Schedule C-1: UPRs

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

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

SCHEDULE C-1

Other UPRs

a) Life Insurance Report & Group Life Insurance Report

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

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

SCHEDULE C-1: UPRs

b) Annuity Report

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

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

SCHEDULE C-1: UPRs**c) Retained Asset Account Report**

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

SCHEDULE D

REPORTING AND REMITTANCE PROCEDURES

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

I. ISSUANCE OF UNCLAIMED PROPERTY REPORTS

Separate UPRs shall be issued for: (i) Proceeds payable under life insurance policies upon an event of death or upon reaching the policy Maturity Age (the "Life Insurance Reports"); (ii) Proceeds payable under group life certificates upon an event of death or upon reaching Maturity Age (the "Group Life Insurance Reports"); (iii) Proceeds payable under Annuity Contracts upon an event of death or upon reaching the Maturity Date (the "Annuity Reports"); and (iv) unclaimed Proceeds in dormant Retained Asset Accounts or where the Retained Asset Account owner is deceased (the "Retained Asset Account Reports").

The Company and Auditor shall meet in good faith to establish a timetable for the submission of UPRs and to determine the number of policies, contracts or accounts to be submitted in each UPR, subject to the following understandings:

(i) The first UPR shall be issued within one hundred twenty (120) days after Effective Date of the Agreement and shall include only those Proceeds previously identified by the Company as escheatable, as outlined in Section 3(A)(ii).

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

(iii) In addition to the foregoing, Auditor shall deliver a new Life Insurance Report, Group Life Insurance Report, Annuity Report, and Retained Asset Account Report on the first day of every calendar month beginning no later than one hundred twenty (120) days following the Effective Date of the Agreement or receipt of complete and functional data from the Company, whichever is later.¹

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

The UPRs shall identify only one unique individual per certificate, contract, policy or account. In the event that the procedures set forth in Schedule B result in more than one individual

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

being identified as a possible insured, annuitant, Annuity Contract owner, or Retained Asset Account owner, the UPR shall identify only that unique biological individual identified using the data with the most exact matching criteria which is most likely to be the individual identified on Company's data, as determined using the matching procedures of Schedule B. Once a match is submitted by Auditor, no other matches shall be submitted for that certificate, contract, policy or account unless it is based on additional information that is received from Company or information uncovered by Company as a result of Company's UPR review.

II. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS

A. Review of Unclaimed Property Report

Company shall have up to one calendar months to review each UPR in order to identify all Proceeds that it agrees are subject to escheatment as well as any exceptions it may have to an UPR, provided, however, that Company shall have up to forty (45) days to review each Group Life Insurance Report. Once Company has completed its review of each UPR, within five (5) business days following the last day of that month, or within five (5) business days following the end of the review period for Group Life insurance reports, it shall provide Auditor with a list identifying: (i) all Proceeds that it agrees are subject to escheatment in accordance with Sections III and IV below; (ii) the exceptions for Proceeds that Company has determined do not meet the criteria for escheatment, together with the specific reasons for its determinations; and (iii) a list of any Proceeds for which the Company is conducting a reasonable investigation as to fraud, misrepresentation or a lack of insurable interest. Where the grounds for the exceptions are based on documents or data that have not been previously provided to Auditor, Company shall provide such data or documentation within a reasonable time period following the response to the UPR, not to exceed ten (10) business days. Notwithstanding the foregoing, for any Proceeds for which the Company is conducting a reasonable investigation as to fraud, misrepresentation, or lack of insurable interest, the Company shall have an additional two (2) months to complete its investigation and either agree the Proceeds are subject to escheatment or identify any applicable exception for the Proceeds. The additional two (2) month period for review of Proceeds under investigation may be extended by the mutual agreement of the Company and Auditor.

B. Review and Reconciliation of List of Exceptions

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

If Auditor disputes an exception to an UPR, then Auditor and Company shall meet in good faith to resolve the dispute within twenty (20) business days after Auditor notifies Company of its intent to dispute any listed exceptions. All property that Company agrees is due to be escheated following reconciliation shall then be subject to applicable post-reconciliation processes described in Sections III and IV below. All exceptions that remain unreconciled twenty (20) business days after Company and Auditor first meet to discuss each UPR may be referred by either Company or Auditor for the dispute resolution process described in Section E of the Agreement. At the conclusion of the Audit (or in accordance with any instructions provided to Auditor by a Signatory

State), Auditor shall provide notice to a Signatory State of all exceptions Company has taken to an UPR and as to which Auditor has agreed that no Proceeds are payable.

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

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

A. Due Diligence

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

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

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

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

For Proceeds within this category where the Company made efforts to locate the Beneficiary subsequent to the initiation of the Audit but has not been able to locate or pay the Beneficiary, Company shall be deemed to have already conducted reasonable due diligence based on the previous searches it has conducted. For Proceeds within this category Company may elect to write one letter and send one email to the Beneficiary based on information contained in the Company's files for that life insurance policy, Annuity Contract or Retained Asset Account, but all property within this category immediately upon execution of this Agreement shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below after allowing ten (10) business days for the Company to calculate the amounts payable under each life insurance policy, Annuity Contract or Retained Asset Account.

In no event may property under this subsection be excluded from reporting and remittance pursuant to Sections III.B and IV below unless Company has made confirmed contact with a Beneficiary, or the legally authorized representative of a Beneficiary prior to the termination of the reporting and remittance process after which no further changes will be made to the report. For the purposes of this subsection, "confirmed contact" means Company has made contact with a Beneficiary, or a Beneficiary's legally authorized representative, and has begun to collect the documentation and information necessary to process the claim. Thereafter, Company shall pay the Beneficiary within six (6) calendar months following the end of the calendar month during which Company makes contact with the Beneficiary or the Beneficiary's legally authorized representative. Company shall make payment of the claim per the terms of the applicable life insurance policy, Annuity Contract or Retained Asset Account following contact with a Beneficiary, or the legal or properly designated representative of a Beneficiary. If at the end of this six (6) calendar month period Company has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below.

If Company makes confirmed contact with the Beneficiary or the Beneficiary's legally authorized representative but is unable to pay the Proceeds within the six (6) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Company's books and records, as of the time it receives the UPR, for the Beneficiary, or the last known address of the insured or annuitant if there is no last known address for the Beneficiary. Notwithstanding the foregoing, Company shall make payment of any claim to a Beneficiary per the terms of the applicable life insurance policy, Annuity Contract or Retained Asset Account.

ii. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or Retained Asset Accounts that do not fall within Subsection (i) above.

Except as set forth below, there is no limitation on the amount or means of outreach Company may conduct to contact the Beneficiary for Proceeds within this category. Company will have a two (2) calendar month due diligence period to make confirmed contact with a Beneficiary or confirmed contact with the legally authorized representative of a Beneficiary, commencing at

the end of the calendar month during which Company has confirmed that the property is subject to escheatment under Section II.A. For purposes of this subsection, "confirmed contact" means Company has made contact with a Beneficiary or a Beneficiary's legally authorized representative, and has begun to collect the documentation and information necessary to process the claim. If Company has not made confirmed contact by the end of the two (2) calendar month due diligence period, the Proceeds shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below. If Company has made confirmed contact within the two (2) calendar month due diligence period, Company shall pay the Beneficiary within six (6) calendar months from the expiration of the due diligence period. If at the end of this six (6) calendar month period Company has not paid the claim, the Proceeds shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections III.B and IV below. Company shall make payment of the claim per the terms of the applicable life insurance policy, Annuity Contract or Retained Asset Account following contact with a Beneficiary, or the legally authorized representative of a Beneficiary.

If Company does not make confirmed contact with the Beneficiary or the Beneficiary's legally authorized representative by the end of the two (2) calendar month due diligence period, or pay the Proceeds within the six(6) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on Company's books and records, as of the time it receives the UPR, for the Beneficiary, or the last known address of the insured or annuitant or account holder if there is no last known address for the Beneficiary. Notwithstanding the foregoing, Company shall make payment of any claim to a Beneficiary per the terms of the applicable life insurance policy, Annuity Contract or Retained Asset Account.

2. Due Diligence for Property Due: (a) Upon Annuity Contracts Reaching the Maturity Date; (b) Under Variable Life Insurance Policies (including Group Life Insurance Certificates Issued Thereunder) and Variable Annuity Contracts; and (c) Upon an Endowment Policy With a Maturity Age of 75 or Less Reaching Maturity Age

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

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

B. Reporting of Results of Due Diligence for UPRs

Within five (5) business days following the end of each calendar month, Company shall provide Auditor with a list of all property that it has paid out as a result of the due diligence process,

all property for which confirmed contact with a Beneficiary or a Beneficiary's legally authorized representative has been made but the property remains to be paid out, and all property that is to be remitted to a Signatory State. Auditor may perform appropriate audit techniques to confirm that Company fully paid the Proceeds to the Beneficiary following the due diligence process.

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

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

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

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

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

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

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

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

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

SCHEDULE E

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of September __, 2014 (the "Effective Date"), by and among The Guardian Life Insurance Company of America, Berkshire Life Insurance Company of America, Family Service Life Insurance Company, Guardian Insurance & Annuity Company Inc., Park Avenue Life Insurance Company, and Sentinel American Life Insurance Company (collectively "Guardian" or the "Company") and Verus Financial LLC (hereinafter "Auditor").

WHEREAS, Auditor has been authorized (the "Purpose") by various states (collectively the "Participating States," which term shall include any state subsequently initiating a similar exam through Auditor) to conduct an examination of Guardian (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, "UP Laws"). The states or jurisdictions participating in this examination of Guardian as of the Effective Date are listed on Exhibit A to this agreement; and

WHEREAS, Guardian will disclose certain confidential information ("Information") to Auditor during the course of and in connection with the Examination, which includes all information and materials that Guardian, or its affiliates and subsidiaries have furnished or will furnish to Auditor in connection with the Examination, whether tangible or intangible, and in whatever form or medium provided, including but not limited to oral, written, or through electronic medium, as well as all information generated by Auditor or by its Personnel, as defined below, that contains, reflects, or is derived from such furnished information, including but not limited to notes, summaries, or extracts of the information; and

WHEREAS, the disclosure of such Information could irreparably harm the business of Guardian; and

NOW THEREFORE, in consideration of the disclosure to Auditor of confidential information, Auditor 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 Auditor, as more fully set forth below.

1. This undertaking to protect and maintain confidentiality is made by and on behalf of the Auditor and its partners, employees, agents, consultants, advisors, legal counsel, accountants and other of their representatives (collectively the "Personnel"). Auditor 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 Auditor with respect to Information and have been advised of the confidentiality surrounding the disclosures hereunder. Auditor, 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 Guardian 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 Guardian and the Auditor 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 Guardian, a copy of this Agreement with such person's agreement to that effect endorsed thereon. Notwithstanding the foregoing, nothing in this Agreement shall preclude Auditor from disclosing Information requested by state insurance commissioners to the extent authorized under the Participating States' Code and Insurance Laws.

2. Auditor covenants not to use the Information except solely for the Purpose. Auditor further covenants that the Information concerning Guardian which will come into Auditor's possession during the course of the Examination shall not be used by Auditor in any way to encourage or solicit a state to conduct an examination of Guardian. Auditor covenants that all Information concerning Guardian that has come into possession of the Auditor during the Auditor's examination of Guardian shall not be used in any other examinations, and that as a result, Auditor shall only conduct the Examination on behalf of the Participating States. Auditor agrees to protect the Information using at least the same degree of care that it uses to protect its own Information of a similar nature, but no less than reasonable care. The foregoing shall not be construed to preclude Auditor from representing other state unclaimed property agencies or departments or other regulatory agencies that have or may retain Auditor to conduct examinations of Guardian. 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, Auditor shall not be precluded from requesting, receiving or using such information solely by virtue of Auditor having entered into this Agreement. Auditor 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. Auditor 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"), Auditor will immediately notify Guardian and provide information as to how and when such Security Incident occurred. Auditor will cooperate with Guardian to remedy such Security Incident and to comply with all legal obligations arising as a result of such Security Incident, including 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 Auditor on a non-confidential basis prior to Guardian's disclosure of it to Auditor; or (c) hereafter made available to the Auditor on a non-confidential basis from a source other than Guardian, provided that such source lawfully possessed the information and in so acting is not violating any duty or agreement of confidentiality. Auditor acknowledges that all Information regarding Guardian supplied to Auditor by Guardian shall be deemed confidential

information, except to the extent that such Information falls within categories (a) or (b) or (c) above. Auditor 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 Auditor or Participating States to disseminate any Information otherwise restricted by this Agreement.

4. If Auditor 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, Auditor shall give Guardian prompt notice thereof so that Guardian may timely object to the disclosure of such confidential information or cooperate with Guardian to the extent that it seeks a protective order. Furthermore to the extent that Auditor is required to disclose any Information pursuant to such legal obligation, Auditor 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 Guardian's and Auditor's successors and assigns and shall inure to the benefit of and be enforceable by Auditor's and Guardian'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. Auditor acknowledges and agrees that Guardian could be irreparably damaged by a violation of this Agreement on the part of the Auditor or its Personnel and agrees that Guardian 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. Auditor 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 services 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 Auditor at its principal office and (b) that services 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 Guardian at law or in equity.

In the case of GUARDIAN:

Attn: Peter Feeley, Vice President, Chief Compliance Officer
The Guardian Life Insurance Company of America
7 Hanover Square
New York, NY 10004

In the case of Auditor:
Attn: Caroline Marshall, General Counsel
Verus Financial LLC
500 Chase Parkway
Waterbury, CT 06037

8. Should Auditor be found to have breached this Agreement it acknowledges that it will reimburse Guardian for any legal fees, costs and damages Guardian 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).

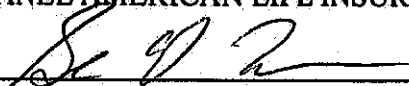
9. This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements and understandings relating to the subject described herein. If it is found in a final judgment by a court of competent jurisdiction that any term or provision herein 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 Auditor and Guardian and shall not be construed to be binding on any Participating State.

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

GUARDIAN LIFE INSURANCE COMPANY OF AMERICA
BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA
FAMILY SERVICE LIFE INSURANCE COMPANY
GUARDIAN INSURANCE & ANNUITY COMPANY, INC.
PARK AVENUE LIFE INSURANCE COMPANY
SENTINEL AMERICAN LIFE INSURANCE COMPANY

By: 
Sean D. Quinn

Date: 10/15/14

Its: Vice President, Counsel

VERUS FINANCIAL LLC

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

By: Caroline Marshall

Date: 10/21/2014

Its: Caroline Marshall
General Counsel

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 Guardian as a Signatory State.

[SIGNATORY STATE]

By: _____

Date: _____

Its: _____