

## **GLOBAL RESOLUTION AGREEMENT**

This Global Resolution Agreement (the “Agreement”) sets forth the terms and conditions intended to resolve the ongoing unclaimed property audit that Kelmar Associates, LLC (“Kelmar” or “Auditor”) is conducting of Penn Mutual Life Insurance Company, a Pennsylvania business corporation, and its subsidiaries and related entities, (collectively, “Penn Mutual” 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 examination of the Company (the “Audit”) to identify what Auditor considers to be money payable under a life insurance policy, annuity contract or retained asset account that is required to be reported and remitted by Penn Mutual to the Participating States as unclaimed property (the “Proceeds”);

WHEREAS, the Company may dispute some of the criteria used by Auditor during the course of the Audit to identify Proceeds that should be considered subject to reporting and remittance pursuant to the Participating States’ abandoned and unclaimed property laws (“UP Laws”), and may dispute the Company’s obligation to report and remit certain Proceeds 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 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 life insurance policy, annuity contract and retained asset account owners, as well as the beneficiaries thereof; and

WHEREAS, the Company denies any wrongdoing or violation of 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 burdens and costs involved, the Company and the Signatory States (collectively, the "Parties" and "Party" shall mean any one of the "Parties") desire to resolve the Audit:

NOW, THEREFORE, the Parties agree as follows:

**Section A. Scope of the Audit**

The Scope of the Audit shall cover 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, 2011, 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.

**Section B. Effective Date**

This Agreement shall not become effective until executed by the Company and two-thirds (2/3) of the Participating States have executed this Agreement. The Agreement shall initially be executed by the Company and Auditor, as the authorized third party auditor for the Participating States listed on **Schedule A**.

**Section C. 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 Unclaimed Property Reports (“UPRs”) pursuant to **Section D** of this Agreement.

**Section D.     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 for reporting and remitting the Proceeds:

(i) Every 60 days Auditor will submit a UPR to the Company identifying life insurance policies (including group life insurance certificates issued thereunder) or annuity contracts where a death has been identified by Auditor, and for which Auditor has determined that Proceeds may be payable. The UPRs shall identify only one unique individual per certificate, contract, policy, or account. In the event that Auditor identified more than one individual being identified as a possible insured, annuitant, annuity contract owner, or retained asset account owner, Auditor shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurint for Insurance or an equivalent database. 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 the company’s data. 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 the Company or information uncovered by Company as a result of the Company’s UPR review. Any UPR shall not contain more than 1,000 policies/annuity contracts to be researched. The UPRs will be delivered in the same format as the “DMF Remediation Request” excel file provided by Auditor to Company on October 6, 2015, a copy of which is attached hereto in **Schedule B**.

(ii) Within 60 days of receipt by Penn Mutual, the Company shall provide Auditor with any 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 fourteen (14) days. Auditor and Company will work together in good faith to establish sufficient types of documentation to support the exceptions taken by the Company. In addition, other more specific examples of the support to be provided are included in the list of exceptions below. The grounds for exceptions shall be one or more of the following: (a) the individual identified on the UPR is not dead, Company to provide support that unique biological individual identified on Company's data is not dead; (b) the individual is not an insured, an annuitant, or an annuity contract owner; (c) the life insurance policy (including any group life insurance certificate issued thereunder), or annuity contract was not in force upon death; (d) there was no benefit payable upon death (e.g., the life insurance policy, group insurance certificate or annuity contract had no value at death or was not payable at death; the death indicated was the first of two insureds to die under a second-to-die policy); (e) a benefit is not payable due to the application of a relevant contestability period or suicide exclusion period; (f) the Dormancy Period has not expired; (g) all benefits payable upon death have in fact been remitted to a Beneficiary or escheated as unclaimed property, Company to provide proof of payment; (h) if an annuity contract, the Beneficiary has re-registered or recorded the contract with the Company as a beneficial owner and any contractually permitted five-year period under Section 72(s)(1)(B) of the Internal Revenue Code (including the special rule for a surviving spouse), if applicable, or any contractually permitted period under the five-year rule of Section 401(a)(9)(B) of the Internal Revenue Code (including the special rule for a surviving spouse), if

applicable, has not expired, or the benefits are being paid over the life of the beneficiary under Section 72(s)(2) or 401(a)(9)(B) of the Internal Revenue Code; (i) a claim for the value of any benefits payable upon death already is in the process of being paid by the Company to a Beneficiary and the benefits will be paid within the time allotted for payment following confirmed contact with a Beneficiary, Company to provide a copy of the due diligence response; (j) all benefits payable upon death are remittable to a non-Signatory State or are the subject of pending litigation; (k) the annuity contract remains in force, and no amount is due and payable; and/or (l) 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 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), or annuity contract. The list of exceptions shall be provided by the Company within 60 days from the date the UPR is received by the Company.

(iii) If Auditor disputes an exception to an UPR, then Auditor and Company shall meet in good faith to resolve the dispute within twenty (20) days after Auditor notifies Company of its intent to dispute any listed exceptions. All property that Company agrees is due to be escheated following reconciliation shall then be subject to applicable post-reconciliation processes described in Sections D. (iv) and D. (v) below.

(iv) Commencing at the end of the 60-day review period noted in Section D. (ii) of this Agreement, for any Proceeds identified on a UPR that are due to be reported and remitted to one of the Signatory States, the Company will have a two (2) calendar month due diligence period to make confirmed contact with a Beneficiary or confirmed contact

with the legal or properly designated representative of a Beneficiary. For purposes of this subsection, "confirmed contact" means Company has made contact with a Beneficiary or a Beneficiary's legal or properly designated representative, and has begun to collect the documentation and information necessary to process the claim. If Company has not made confirmed contact by the end of the two (2) calendar month due diligence period, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State. At the conclusion of the two (2) calendar month due diligence period, the Company shall provide to Auditor a list of all property that it has paid out as a result of the due diligence process, all property for which confirmed contact with a Beneficiary or a Beneficiary's legal or properly designated representative has been made but the property remains to be paid out, and all property that is to be remitted to a Signatory State. Auditor may seek confirmation and documentation from Company to confirm that Company fully paid the Proceeds to the Beneficiary following the due diligence period. In instances when the Company has made confirmed contact but has not paid the claim within the due diligence period, Company shall pay the Beneficiary within two (2) calendar months following the expiration of the due diligence period. If at the end of this second two (2) calendar month period Company has not paid the Beneficiary, the Proceeds shall be subject to the procedures for reporting and remittance to the appropriate Signatory State.

(v) Within a reasonable time after the conclusion of the two (2) month due diligence period, not to exceed 14 days, the Company will report and remit the Proceeds that are due and payable to the Signatory States. Further, the Company agrees that all Proceeds to be reported and remitted to a Signatory State pursuant to this Agreement shall be reported by Company to a Signatory State with a notation indicating that the report is made pursuant to the Audit, and shall be remitted by Company to the Signatory State either through Auditor or in

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

(vi) For purposes of this Section only, the Dormancy Period is deemed to commence upon the apparent date of death as reflected in the Death Master File ("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 or as expressly allowed by the Signatory States.

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

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

(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 D. (viii) below). Except that with respect to those Proceeds that remain in the annuities, the Company shall determine Proceeds based on the values of the account within ten (10) business days prior to the date the Proceeds are remitted to a Signatory State.

(c) Company will 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



calculation of the Proceeds 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.

(viii) The amount payable to a Signatory State shall include the Proceeds, plus interest at a rate of three (3) percent compounded annually from the date used to establish the death benefit values or from January 1, 1991, whichever is later. With respect to annuity contracts no interest will be paid except where the death benefit values were placed in a suspense account or money market account earning less than three (3) percent interest for over ninety (90) days, then interest representing the difference between three (3) percent and the interest received shall be payable on the annuity contract Proceeds compounded annually from the date the death benefit account values are established according to the contract terms or from January 1, 1991, whichever is later. If any Proceeds are not timely remitted as required under this Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either Party in such action.

(ix) Auditor agrees that while the Company's retained asset accounts for the in-scope period are included within the scope of this Agreement, as of December 18, 2015 Auditor has completed the examination of the Company's in-scope retained asset accounts with a zero finding of liability.

(x) Company agrees that Proceeds Payable Upon Maturity Age or Maturity Date, Auditor will submit UPRs to the Company in accordance with Section D identifying life insurance policies (including any group life insurance certificates issued thereunder) and annuity contracts that Auditor has determined have reached Maturity Age or Maturity Date, and for which the period of time elapsed since the Maturity Age or Maturity Date is beyond the Dormancy Period. The UPRs will be delivered in similar format as the “DMF Remediation Request” excel file provided by Auditor to Company on October 6, 2015, a copy of which is attached hereto in Schedule B.

**Section 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 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 E.(i)(c) and E.(i)(d) shall apply.

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

(d) If the Company’s books and records do not contain a last known address for the Beneficiary and do not contain a last known address for the

insured or annuitant, or if the last known addresses of the above are all outside the United States, then the Proceeds shall be reported and remitted to the state of incorporation of the relevant Company entity as of the time the state of incorporation's Dormancy Period expired under the terms of this Agreement.

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

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

#### **Section F. Reporting and Remitting Proceeds**

(i) Upon the Company making all reports and remittances required by this Agreement at the conclusion of the Duration of the Audit (i.e. the period concluding upon completion of all processing related to the last UPR issued by Auditor pursuant to the terms of this Agreement), 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) and annuity contracts within the Scope of the Audit and the release of the Company from all claims arising under the Signatory States' UP laws. 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.

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

(iii) 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.

**Section G. 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) The Company has already provided to Auditor a data download of all individual life insurance policies and annuity contracts that are currently in-force or had been in force at any time during the period January 1, 1986 to December 31, 2011; comprehensive reports, on a detailed account level, of all retained asset accounts as of December 31, 2010 and June 30, 2013; and all annual unclaimed property reports filed by or on behalf of each legal entity included in the Scope of this examination. In addition, the Company has responded to multiple follow-up requests from Auditor related to reconciliation of the aforementioned data to the rest of the Company's books and records. The Company will provide Auditor with a list of any additional unclaimed life insurance policies, annuity contracts, or retained asset accounts

within the Scope of the Audit the Company has identified or become aware of that may be unpaid, as well as a list of any such policies, contracts or accounts for which the Company has either attempted to contact a customer to confirm a death or obtain additional identity information or initiated due diligence as a result of a DMF match or potential match. The Company agrees that all life insurance policies, annuity contracts or retained asset accounts on any such lists that meet the conditions for escheatment under the terms of this Agreement shall be processed in accordance with the terms of this Agreement.

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

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

(v) 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.

(vi) Each Signatory State agrees to the following:

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

of this Agreement from conducting any examination or from making any claim or enforcing any laws 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 any group life insurance certificates issued thereunder), retained asset account or annuity contract that was remitted or remittable prior to calendar years through and including report year 2015.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to 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 any group life insurance certificates issued thereunder), retained asset account and/or annuity contract that was remitted or remittable through and including report year 2015. 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 this Agreement, 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 through and including report year 2015.

(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 ninety (90) 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, in accordance with the terms of the Non-Disclosure Agreement dated May 3, 2013, which was amended on September 24, 2013, attached hereto in full as **Schedule C**.

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

(viii) In the event that any portion of this Agreement is held invalid under a Signatory State's laws, such invalid portion shall be deemed to be severed only with respect to that Signatory State and all remaining provisions of this Agreement shall be given full force and effect and shall not in any way be affected thereby. In addition, in the event that any state agency other than those listed in **Schedule A** of this Agreement objects in writing that one

or more terms of this Agreement violate a provision of a state law within that state agency's authority, the Company's obligations under this Agreement with respect to the provision(s) objected to shall cease with regard to that Signatory State until such time as the objection has been resolved or withdrawn. In the event that such an objection is filed, the Signatory State shall have the right to opt out of this Agreement at any time prior to the objection being resolved or withdrawn, and take any action it deems appropriate under that Signatory State's UP Laws regarding the reporting, remittance and delivery of unclaimed property by the Company.

(ix) 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 investigation.

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



(xi) 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.

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

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

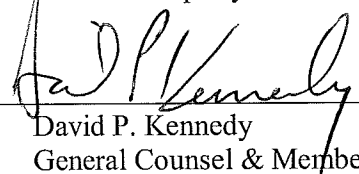
(xiv) This Agreement may be executed in counterparts, but shall not be effective except as provided for pursuant to Section B above. Signatory States will execute this Agreement by signing a signature page in the form set out as **Schedule D** hereto.

PENN MUTUAL LIFE INSURANCE COMPANY



By: \_\_\_\_\_ Date: 5/12/2016  
Susan T. Deakins, FSA, MAAA  
Executive Vice President & Chief Financial Officer

KELMAR ASSOCIATES, LLC  
(as authorized third-party auditor of the Participating States)

By:  \_\_\_\_\_ Date: 5/12/2016  
David P. Kennedy  
General Counsel & Member

**Exhibits Index**

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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 PENN MUTUAL:

- 1. California**
- 2. Delaware**
- 3. Illinois**
- 4. Massachusetts**
- 5. Michigan**
- 6. New Hampshire**
- 7. New Jersey**
- 8. Pennsylvania**
- 9. Rhode Island**
- 10. South Carolina**
- 11. Tennessee**

## **SCHEDULE B: UPR Suggested Format**

DMF Remediation Request Excel file provided by Auditor to Company on October 6, 2015



Schedule B Kelmar -  
DMF Remediation Rec

**SCHEDULE C**  
**NON-DISCLOSURE AGREEMENT DATED MAY 3, 2013**  
**WHICH WAS AMENDED ON SEPTEMBER 24, 2013**



5-3-2013 NDA -  
Amended 9-24-2013.

**SCHEDULE D**

**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 Penn Mutual as a Signatory State.

[SIGNATORY STATE]

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

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

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