

GLOBAL RESOLUTION AGREEMENT

This Global Resolution Agreement sets forth the terms and conditions intended to resolve the ongoing unclaimed property audit that Verus Financial LLC (“Verus”) is conducting of AGC Life Insurance Company, American General Assurance Company, American General Life Insurance Company of DE, American General Life and Accident Insurance Company, American General Life Insurance Company, SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company, The United States Life Insurance Company in the City of New York (USL) (including the company formerly known as First SunAmerica Life Insurance Company, which was merged into USL effective 12/31/2011), The Variable Annuity Life Insurance Company, and Western National Life Insurance Company, and their predecessors, successors, and assigns and subsidiaries (collectively referred to herein as “AIG” or “the Company”) on behalf of the states identified in the attached **Schedule A** (the “Participating States”).

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

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

WHEREAS, the Company 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 state unclaimed property laws;

WHEREAS, the Company represents that, on or around May 2011, it initiated a proactive voluntary review of its policies and procedures in response to evolving industry practices relating to the payment of death claims and escheatment of unclaimed funds, including an enhancement to its death claim benefit payment processes and procedures;

WHEREAS, the Company represents that, beginning in June 2011, it commenced a cross check against the Social Security Administration's Death Master File ("DMF") that ultimately encompassed all of its fixed and variable annuity contracts, life insurance policies (including lapsed and expired policies) and retained asset accounts, to determine if there were death benefits due and payable where the Company had not previously received notice of death, and the Company is preparing to conduct a DMF comparison on at least a quarterly basis as a supplementary source of information regarding death claims that may be due and payable;

WHEREAS, the Company represents that it is currently is in the process of verifying the DMF matches with information contained in its records to determine if there are death benefits that may be payable under its life insurance policies, fixed and variable annuity contracts, and retained assets accounts based on the results of the cross-check against the DMF;

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** Solely for purposes of this Agreement, capitalized terms have the meanings set out below:
 - (a) **"Agreement"** means the Global Resolution Agreement entered into among the Signatory States and the Company, which also is signed by Verus as the authorized third party auditor for the Signatory States.
 - (b) **"Annuity Contract"** means a fixed or variable annuity contract, other than a fixed or variable annuity contract issued (1) in connection with an employment-based plan subject to the Employee Retirement Income Security Act of 1974 or (2) to fund an employment-based retirement plan, including any deferred compensation plans.

- (c) “**Audit**” means the unclaimed property audit that Verus has been conducting on the Company, on behalf of the Participating States, which Audit is being resolved with respect to the Signatory States pursuant to this Agreement.
- (d) “**Beneficiary**” means the person(s) or entity(ies) 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 AIG.
- (f) “**Death Master File**” or “**DMF**” means the Social Security Administration’s Death Master File.
- (g) “**Dormancy Period**” means the period of years provided for by a Signatory State’s UP Laws upon the expiration of which the Proceeds must escheat to the Signatory State.
- (h) “**Duration of the Audit**” means the period concluding upon completion of all processing related to the last Unclaimed Property Report issued by Verus pursuant to the terms of this Agreement.
- (i) “**Effective Date**” means the date provided for in Section 2.
- (j) “**Lead Signatory States**” means California, Massachusetts, and Tennessee.
- (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 in an Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended as a result of contact with the Annuity Contract owner or the Annuity Contract owner has taken action within the Dormancy Period in respect to the Annuity Contract at issue that is inconsistent with a desire to annuitize.
- (m) **“Missing Data Life Policies”** means all individual in-force life insurance policies in any paid up status for which the Company has not provided Verus with a Social Security number and a complete, non-calculated date of birth for the insureds under the policies and the insureds have reached the attained age of eighty (80) years as computed from the year of issue and age at issue data supplied by the Company, and excluding policies that are in extended term status. All life insurance policies that do not currently meet the definition of Missing Data Life Policies solely because the insured has not yet reached the attained age of eighty (80) years shall become Missing Data Life Policies upon the insured reaching the attained age of eighty (80) years, provided that this occurs within one year of the Effective Date.
- (n) **“Missing Data Life Policy Unclaimed Property Report”** (**“Missing Data Life Policy UPR”**) means a report prepared and submitted to Verus by the Company to identify Missing Data Life Policies which the Company has determined to be

payable to a Signatory State. The Missing Data Life Policy UPRs will be delivered by the Company according to the formats described in **Schedule C**.

- (o) **“Participating States”** means those state agencies identified in the attached **Schedule A** that are contracted with Verus to conduct an Audit of the Company.
- (p) **“Parties”** means the Signatory States and the Company; and **“Party”** shall mean any one of the Parties.
- (q) **“Proceeds”** means money payable under a life insurance policy, group life insurance certificate, Annuity Contract, or retained asset account within the Scope of the Audit.
- (r) **“Record keeper”** means those circumstances under which the Company has agreed with the group customer to be responsible (either directly or through a third party with which the Company has contracted for the group customer’s recordkeeping in writing) for obtaining and maintaining in its own systems (or the systems of the third party with which the Company has contracted for the group customer’s recordkeeping in writing) information about each individual insured under a Company group insurance contract (or a line of coverage thereunder), including information about the insured and beneficiary, coverage eligibility, benefit amount and premium payment.
- (s) **“Scope of the Audit”** means all unclaimed property that is required to be reported and remitted to a Signatory State with respect to life insurance policies, Annuity Contracts, and retained asset accounts that were in-force at any time during the period January 1, 1992 through December 31, 2010, regardless of whether they are currently listed as active, and including, but not limited to, policies identified

as lapsed, expired, matured, remitted, reported and remitted to a Signatory State (escheated), rescinded, or terminated. Notwithstanding any of the foregoing, the Scope of the Audit shall exclude: 1) Proceeds payable under a policy provision or rider covering accidental death; and 2) Proceeds due under group life insurance policies (including group life insurance certificates issued thereunder) for which the Company is not the Record keeper except for group life insurance claims received for which the Company, from information in its administrative systems, or the administrative systems of any third party retained by, or acting on behalf of, 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.

- (t) “**Signatory State**” means one or more of the Participating States that have executed this Agreement.
- (u) “**Unclaimed Property Report**” (“**UPR**”) means a report prepared and submitted to the Company by Verus to identify property that Verus has determined to be payable to a Signatory State by the Company. The UPRs will be delivered by Verus according to the formats described in **Schedule C**. The UPR will not include Missing Data Life Policies, which shall be reported on Missing Data Life Policies UPRs.
- (v) “**UP Laws**” means the Unclaimed Property/Escheat Laws of the Signatory States, as applicable.
- (w) “**Verus**” means Verus Financial LLC.

2. Effectiveness

A. Effective Date

This Agreement shall not become effective until executed by the Company, the three (3) Lead Signatory States, and seventeen (17) additional Participating States. The Agreement shall initially be executed by the Company and Verus, as the authorized third party auditor for the Participating States, no later than October 11, 2012, followed by the Lead Signatory States, and seventeen (17) additional Participating States, which shall take place no later than December 7, 2012. The "Effective Date" of this Agreement shall be the date upon which Verus provides notice to all Parties that this Agreement has been executed by twenty (20) Participating States, including all of the Lead Signatory States, and the notice shall occur promptly following those executions. If this Agreement is not signed by the Lead Signatory States and the minimum required Participating States by December 7, 2012, then the Company shall have the right to opt out of the Agreement by providing electronic or written notice of its intent to exercise this right no later than December 21, 2012, in which case the Agreement shall not take effect. If the Company does not exercise its right to opt out of the Agreement pursuant to this Section, the Effective Date shall be December 21, 2012, as to those Participating States that have signed the Agreement by that date.

B. Signatory States

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

3. Remittance of Proceeds Payable to Signatory States

A. Proceeds Escheatable By Reason of Death

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

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

(iii) Pursuant to Section 3.E. herein and **Schedule D, Section III**, the Company shall provide Verus 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 Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the individual identified on the UPR is not dead; (b) the individual is not an insured, eligible to be an insured under a group life insurance certificate, an annuitant, an Annuity Contract owner, or a retained asset account owner; (c) the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account was not in force upon death; (d) there was no benefit payable upon death of the person identified by Verus in accordance with Schedule B (e.g., the life insurance policy, group insurance certificate, Annuity Contract, or retained asset account had no value at death or was not payable at death; the death indicated was the first of two insureds to die under a second-to-die policy; the death indicated is not the life that triggers the death benefit under the terms of the life insurance policy, group insurance certificate, Annuity Contract, or retained asset account); (e) a benefit is not payable due to the application of a relevant contestability period or suicide exclusion period; (f) the Dormancy Period has not expired; (g) all benefits payable upon death have in fact been remitted to a Beneficiary or escheated as unclaimed property; (h) a claim for the value of any benefits payable upon death is in the process of being paid by the Company to a Beneficiary in accordance with **Schedule D**; (i) for claims received under non-Record keeper group life insurance contracts (including group life insurance certificates issued thereunder), the Company lacks and/or is unable to obtain sufficient information necessary to determine that a life insurance benefit is due or is unable to determine the benefit amount; (j) all benefits payable upon death are remittable to a non-Signatory State; (k) for a death benefit payable under an Annuity Contract, the five (5) year period under Section

72(s)(1)(B) of the Internal Revenue Code, if applicable, has not expired with respect to that death benefit, and the Company has had documented contact with the Beneficiary or his legal or properly designated representative indicating that the Beneficiary does not yet wish to receive payment; (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 Verus if it believes the date of death is different than the date of death provided by Verus if the Company contends such difference affects the Proceeds payable under the life insurance policy (including any group life insurance certificate issued thereunder), Annuity Contract, or retained asset account. The list of exceptions shall be provided by the Company no later than the times specified in **Schedule D, Section III**.

(iv) For purposes of this Section, the Dormancy Period commences upon the date of death as reflected in the DMF and expires after the requisite number of years has passed under the UP Laws of the applicable Signatory State. The running of the Dormancy Period shall not be tolled for any reason other than: (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.

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

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

(a) Except where it has been determined that the value on the Company's administrative systems will be utilized because the policy is a non-participating policy which has lapsed and the electronic file has been archived, Proceeds under life insurance policies shall be determined in accordance with the policy terms as of the date of death, and shall include a reversal of any amounts deducted from the policy

after death, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for interest or dividends. Notwithstanding the above, charges incurred before the insured's date of death but posted after the date of death shall not be reversed. For variable life insurance, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts or other investments as of 20 business days prior to when the Proceeds are remitted to a Signatory State. If the value on the Company's administrative systems was utilized then the Company will remain liable for any additional amount that may be due to a *bona fide* subsequent claimant in excess of the amount actually remitted to a Signatory State.

(b) Proceeds under Annuity Contracts with a death benefit shall be determined according to the contract terms, except that: (i) with respect to variable annuity Proceeds, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts or other investments as of 20 business days prior to when the Proceeds are remitted to a Signatory State; and (ii) with respect to those Proceeds that remain in fixed annuities, the Company shall determine Proceeds based on the values of the account as of the date the Proceeds are remitted to a Signatory State.

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

(vii) The amount payable to a Signatory State shall include the Proceeds, plus interest at a rate of three (3) percent compounded annually from the date used to establish the death benefit values in accordance with Section 3A(vi)(a) and (b) above, or from January 1, 1995, whichever is later. However, interest shall not be payable with respect to the Proceeds of

retained asset accounts. 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. In such circumstances, interest representing the difference between three (3) percent and the interest received shall be payable on the Annuity Contract Proceeds compounded annually from the date the death benefit account values are established according to the contract terms or from January 1, 1995, whichever is later. If any Proceeds are not timely remitted as required under this Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either Party in such action.

B. Proceeds Payable Upon Maturity Age or Maturity Date

(i) The following shall be the procedures for reporting and remitting Proceeds that are payable to a Signatory State upon reaching Maturity Age or Maturity Date.

(ii) Verus will submit 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 Verus has determined have reached Maturity Age or Maturity Date, and for which the period of time elapsed since the Maturity Age or Maturity Date is greater than the Dormancy Period. The UPRs will be delivered in the format described in **Schedule C**.

(iii) Pursuant to Section 3.E. herein and **Schedule D, Section III**, the Company shall provide Verus 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 Verus previously, the Company shall provide such data or documentation within a reasonable time period following the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the life insurance policy (including any group insurance certificate issued thereunder) or Annuity Contract had not reached the Maturity Age or Maturity Date; (b) the policy, the group life insurance certificate, or Annuity Contract was not in force upon the Maturity Age or Maturity Date; (c) there was no benefit payable upon the Maturity Age or Maturity Date (e.g., the policy, group life insurance certificate, or Annuity Contract had no value at the Maturity Age or Maturity Date; the policy, group life insurance certificate, or Annuity Contract had been surrendered; the Maturity Date had been extended; the Annuity Contract owner or annuitant has taken affirmative action inconsistent with a desire to annuitize; the policy, group life insurance certificate, or Annuity Contract was not payable at the Maturity Age or Maturity Date); (d) the Dormancy Period has not expired; (e) the value of any Proceeds payable upon the Maturity Age or Maturity Date has in fact been remitted to the Beneficiary or escheated as unclaimed property; (f) the value of any Proceeds payable upon the Maturity Age or Maturity Date is remittable to a non-Signatory State or is the subject of pending litigation; (g) the terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized; and/or (h) the life insurance policy or Annuity Contract is not within the Scope of the Audit. The Dormancy Period shall not be deemed to have expired with respect to Proceeds if the Company has documented contact with the Beneficiary, Annuity Contract owner, annuitant, or the legal or other properly designated representative thereof, within the Dormancy Period regarding the policy or contract, including a request by the Beneficiary, Annuity Contract owner, annuitant, or the legal or other

properly designated representative thereof, to change the designation of a Beneficiary, Annuity Contract owner or annuitant; a non-automated request to reallocate the value of a policy or Annuity Contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the policy or Annuity Contract. The Company shall further provide notice to Verus if it has determined that the Maturity Age or Maturity Date is different than the Maturity Age or Maturity Date provided by Verus if the Company contends such difference affects Proceeds under the policy or Annuity Contract. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section III**.

(iv) For purposes of this Section, the Dormancy Period commences upon the Maturity Age or Maturity Date of the life insurance policy, group life insurance certificate, or Annuity Contract. The running of the Dormancy Period shall not be tolled for any reason other than: 1) documented contact with a life insurance policy owner, the annuitant or Annuity Contract owner, or Beneficiary thereto, or the legal or properly designated representative thereof; 2) pending litigation, to resolve claims to the Proceeds brought by a person or entity claiming the Proceeds, or 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; 3) pending litigation to resolve whether there was fraud or misrepresentation or lack of insurable interest with regard to policy or contract issuance; or 4) otherwise as expressly allowed by the Signatory States. In the event the Dormancy Period has been tolled due to the institution of litigation, the Dormancy Period shall begin to run upon the termination of the litigation or as expressly allowed by the Signatory States.

(v) If the Company locates the life insurance contract owner, the Annuity Contract owner, or the Beneficiary thereto, or their legal or properly designated representative before the Proceeds are required to be reported and remitted to a Signatory State in accordance with **Schedule D**, the Company will make a notation in its records indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person.

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

(vii) Proceeds remitted by the Company to a Signatory State under an Annuity Contract shall be calculated pursuant to the terms of the applicable annuity contract. For purposes hereof, the Company shall calculate the Proceeds as follows: (a) for a variable Annuity Contract, the Proceeds will be calculated as of the date the funds are removed from the underlying separate account or other investments, which will be 20 business days prior to the date the Proceeds are remitted to a Signatory State; and (b) for a fixed Annuity Contract, based on the account value, inclusive of any interest credited by the Company to the account value. Upon remittance, the Company shall have no further obligation to escheat Proceeds under the Annuity Contract.

(viii) All Proceeds of a life insurance policy or group life insurance certificate upon reaching Maturity Age shall be determined by the Company in accordance with the terms of the policy, or certificate, as appropriate, and shall include a reversal of any amounts deducted from the policy after the Maturity Age, including, but not limited to, amounts deducted for premium payments, loans, and/or service charges, and of any amounts added to the policy for

interest or dividends. Notwithstanding the above, charges incurred before the Maturity Age but posted after the Maturity Age shall not be reversed. For variable life insurance, the Company shall determine Proceeds based on the value of assets maintained in the relevant separate accounts or other investments as of 20 business days prior to when the Proceeds are remitted to a Signatory State. Interest shall be added to Proceeds due to the Signatory States from the later of the Maturity Age or January 1, 1995, at the interest rate of three (3) percent compounded annually. If any Proceeds are not timely remitted as required under this Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either Party in any such action.

C. Proceeds in Retained Asset Accounts

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

(ii) Verus will submit UPRs to the Company in accordance with **Schedule D**, identifying dormant retained asset accounts that Verus 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 III**, the Company shall provide Verus 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 Verus previously, the Company shall provide such data or documentation within a reasonable time period

following the Company's response to the UPR, not to exceed ten (10) days. The sole grounds for exceptions shall be one or more of the following: (a) the owner of the 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; and/or (c) the value of the retained asset account has in fact been paid to the owner or escheated as unclaimed property. The list of exceptions shall be provided by the Company no later than the time specified in **Schedule D, Section III**. For purposes of this Section, the Dormancy Period shall not be deemed to have expired with respect to Proceeds of a retained asset account if the Company has documented contact with the owner within the Dormancy Period.

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

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

(vi) Proceeds under retained asset accounts shall be the value of the account as of the date the Proceeds are remitted to a Signatory State. Proceeds shall be determined without deduction of any fees other than those permitted by the contract. The Company agrees that it will not charge Beneficiaries costs associated with this Agreement. If any Proceeds are not timely remitted as required under this Section of the Agreement, each Signatory State may seek to enforce the terms of this Agreement or initiate an action to vindicate any rights it may possess under that Signatory State's UP Laws for failure to report, remit, or deliver unclaimed property on a timely basis. In the event an action is brought under a Signatory State's UP Laws, nothing contained in this Agreement shall serve as an admission by either Party in any such action.

D. Proceeds Payable for Missing Data Life Policies

(i) The following shall be the procedures for reporting and remitting Proceeds that are payable under Missing Data Life Policies.

(ii) The Company agrees that Proceeds of all Missing Data Life Policies shall be due and payable for escheat to the Signatory States in accordance with this Section of the Agreement and **Schedule D**.

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

(iv) All Proceeds of Missing Data Life Policies shall be valued as if the insured had died on the Effective Date and shall include the full face value, dividends, additional

paid up insurance and any other amounts added to the policies as of the date of remittance, but shall not be subject to any three percent (3%) interest called for under other Sections of this Agreement; provided that the Company will remain liable for any additional amount that may be due to a *bona fide* subsequent claimant in excess of the amount actually remitted to a Signatory State.

(v) On no less than an annual basis, all life insurance policies for which the Company has not provided Verus with either a Social Security number or date of birth that otherwise would meet the definition of Missing Data Life Policies except that the insured under the policy will not reach the attained age of eighty (80) years until more than one year after the Effective Date shall be escheated by the Company under the terms of this Agreement (following completion of efforts to contact the policy owner as described in **Schedule D, Section I.A.**) in the year that the insured reaches the attained age of ninety (90) years.

E. Resolving Disputes Regarding Exceptions to Missing Data Life Policy UPRs and Unclaimed Property Reports

(i) The following shall be the procedures for resolving disputes regarding any exceptions to the Missing Data Life Policy UPRs and UPRs that the Company provides to Verus.

(ii) If the Company disputes any modifications or amendments made by Verus to a Missing Data Life Policy UPR, the Company shall provide notice to Verus within the time specified in **Schedule D, Section I.B.**, and the notice shall be accompanied by the list of the modifications or amendments subject to dispute. If Verus disputes an exception, Verus shall provide notice to the Company within the time specified in **Schedule D, Section III.B.**, and the notice shall be accompanied by the Company's list of exceptions.

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

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

(v) At the conclusion of the Audit (or in accordance with any instructions provided to Verus by a Signatory State), Verus shall provide notice to a Signatory State of all exceptions the Company has taken to a UPR and as to which Verus has agreed that no Proceeds are payable. Such determinations as to previously disputed UPRs shall be final and binding as to the Parties.

F. Priority and Disputes

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

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

(b) If there is more than one known Beneficiary, Proceeds shall be reported and remitted to the states of the last known addresses of the Beneficiaries, based upon the amounts payable to each under the applicable policy, group life insurance certificate, contract, or account 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 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, or, for Missing Data Life Policies, the state of incorporation of the relevant Company entity as of the time the insured has reached or reaches the attained age of eighty (80) years as computed from the year of issue and age at issue data supplied by the Company.

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

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

G. Reporting and Remitting Proceeds

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

(ii) The Company shall provide Verus with reasonable access to monitor the 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 life insurance policies, Annuity contracts and retained asset accounts and Proceeds as to which the Company and a Signatory State have an unresolved dispute under the terms of this Agreement. Notwithstanding the foregoing, with respect to any Proceeds escheated by the Company, the Company shall be released from any further obligation with respect to those Proceeds.

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

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

4. General Provisions

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

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

(iii) For the Duration of the Audit, the Company shall continue to provide Verus with access to data and systems through a Company employee to respond to queries made by Verus' personnel to enable Verus to test the accuracy of the information it has been provided.

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

(v) Upon written 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, which are incorporated herein by reference, for "good faith" payment or delivery and reporting of unclaimed property. Nothing in this Agreement shall limit officials within a state agency other than those listed in **Schedule A** of this Agreement

from conducting any examination or from making any claim or enforcing any laws of a Signatory State.

(b) To release the Company from all claims, demands, interest (excepting such interest available under the terms of this Agreement), penalties, actions or causes of action that the Signatory State may have regarding or relating to any unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder), Annuity Contract or retained asset account that was remittable through and including report year 2010, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance or group annuity contracts (including group life insurance or group annuity certificates issued thereunder) where a claim is received after calendar year 2010, regardless of the date of death giving rise to the claim.

(c) That the Company's payment and delivery to a Signatory State of the property identified and reportable pursuant to paragraphs 3.A-3.D. of this Agreement shall be in full and final satisfaction of any and all claims that the Signatory State has or may have under that Signatory State's UP Laws with respect to unclaimed property under a life insurance policy (including, without limitation, group life insurance contracts and certificates issued thereunder), Annuity Contract or retained asset account that was remittable through and including report year 2010, provided, however, that nothing in this sentence shall apply to any unclaimed property with respect to any non-Record keeper group life insurance or group annuity contracts (including group life insurance or group annuity certificates issued thereunder) where a claim is received after calendar year 2010, regardless of the date of death giving rise to the claim. The Signatory States

further waive any right to audit or examine the books and records of the Company with respect to unclaimed property for which the Company has been released in the previous sentence.

(d) That the disclosures and assistance made by the Company in connection with this Audit satisfy the reporting requirements of its UP Laws for the applicable examination period regarding unclaimed property types identified and reportable pursuant to paragraphs 3.A-3.D. , and the Signatory State hereby releases the Company from any additional reporting requirements under its UP Laws for or related to the Company's reporting and remittance of unclaimed property types identified and reportable through and including report year 2010 pursuant to paragraphs 3.A-3.D.

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

(f) That Verus shall return or destroy confidential information within thirty (30) days after the Duration of the Audit, excepting work papers and other materials required to be retained by Verus pursuant to contracts with any Signatory State and those materials necessary to resolve any outstanding disputes pursuant to Section 3.E. herein, in accordance with the terms of the Non-Disclosure Agreement dated January 28, 2012, which is attached hereto as **Schedule E**.

(vii) This Agreement and its attachments constitute the entire agreement of the Parties with respect to the matters referenced herein and may not be amended or modified, nor may any of its terms be waived, except by an amendment or other written document signed by

the Parties hereto; provided, however that the Company and a Signatory State may mutually agree to a reasonable extension of time in order to carry out the provisions of this Agreement with respect to that Signatory State.

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

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

(x) The Company shall be excused from its performance under this Agreement, shall not be deemed to have breached this Agreement, and shall not be liable in damages or otherwise, in the event of any delay or default in performing the Agreement's terms

resulting from a circumstance not within the reasonable control of the Company including, but not limited to, damage to or destruction of the Company's property, systems or facilities. Notwithstanding such circumstances, the Company shall exercise reasonable diligence to perform its obligations under this Agreement and shall take reasonable precautions to avoid the effects of such circumstances to the extent that they may cause delay or default with respect to the Company's ability to perform its obligations under this Agreement.

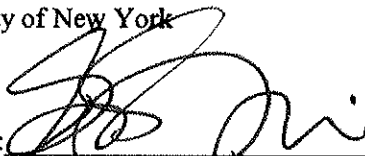
(xi) This Agreement shall not confer any rights upon any person or entities other than the parties to it and is not intended to be used for any other purpose. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters addressed herein shall remain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

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


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

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

AGC Life Insurance Company, American General Assurance Company, American General Life Insurance Company of Delaware, American General Life and Accident Insurance Company, American General Life Insurance Company, The United States Life Insurance Company in the City of New York

By:  _____ Date: 10.09.2012
Its: [title of Company Signatory]
EVP & General Counsel

SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company

By:  _____ Date: 10/10/12
Its: [title of Company Signatory]

The Variable Annuity Life Insurance Company, and Western National Life Insurance Company

By:  _____ Date: 10/9/12
Its: [title of Company Signatory]

VERUS

By: _____ Date: _____
Its: Chief Executive Officer

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

AGC Life Insurance Company, American General Assurance Company, American General Life Insurance Company of Delaware, American General Life and Accident Insurance Company, American General Life Insurance Company, The United States Life Insurance Company in the City of New York

By: _____ Date: _____
Its: [title of Company Signatory]


SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company

By: _____ Date: _____
Its: [title of Company Signatory]

The Variable Annuity Life Insurance Company, and Western National Life Insurance Company

By: _____ Date: _____
Its: [title of Company Signatory]

VERUS

By:  _____ Date: 10/09/2012
Its: Chief Executive Officer

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
- Schedule D:** Reporting and Remittance Procedures
- Schedule E:** Non-Disclosure Agreement dated January 28, 2012
- Schedule F:** Form of Signatory State Signature Page

SCHEDULE A

PARTICIPATING STATES

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

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

The State of Washington, Department of Revenue, Unclaimed Property Section (“Washington”)
The Wisconsin State Treasurer (“Wisconsin”)
The State of Wyoming, State Treasurer’s Office, Unclaimed Property Division (“Wyoming”)

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES

In comparing AIG'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 AIG'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 AIG's records of its insureds, Annuity Contract owners or annuitants, and retained asset account owners against the DMF, Verus shall divide the matches it identifies into three categories in accordance with the rules set forth below.

Category 1: "Exact" Match

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

1. There is a four-way exact match of the First Name, Last Name, Date of Birth, and Social Security Number contained in the data produced by AIG 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 AIG 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 AIG 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 AIG 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 AIG that is a match against the data contained in the DMF where the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly, subject to paragraph 3 immediately below.
3. If there is more than one potentially matched individual returned as a result of the process described in paragraph 2 above, then Verus shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurint 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 AIG for the insured, then a Category 3 Match will be considered to have been made.
4. The records produced by the Company do not include a Social Security Number, the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (e.g., 000000000, 999999999, 000006789), or the Social Security Number is determined to belong to another individual (e.g., a husband), and the records also do not include a first and last name for the insured and/or the records do not include a complete Date of Birth.
5. For all life insurance policies (other than Missing Data Life Policies) for which the Company has not provided a Social Security Number or has provided an “obviously incorrect” SSN, and also has not provided a complete Date of Birth or has provided an “obviously incorrect” Date of Birth:
 - a. If the DMF First and Last Names match the Company supplied records either exactly or according to the Fuzzy Match Criteria listed below for at least one person, and such person was born within the 2 year birth range for the insured as computed from the “year of issue” and “age at issue” data supplied by the Company, and such person is at least 60 years of age, AIG shall either accept the match as valid or supply Verus with a complete Date of Birth and/or Social Security Number for the insured from the physical policy file. If AIG supplies Verus with a complete Date of Birth and/or Social Security Number from the policy file, the standard match rules shall then be applied to the new identity information.
 - b. If the policy file contains neither a complete Date of Birth nor a Social Security Number for the insured, then a match will be considered made if (i) there is one, and only one person, listed in the DMF who was born within the 2 year birth range for the insured as computed from the “year of issue” and “age at issue” data supplied by the Company, or (ii) there are more than one such matched persons as described in (i) but only one such matched person lived in the same state of the insured, as recorded on the Company’s administrative systems.
 - c. For purposes of this match rule, an “obviously incorrect” Date of Birth is a Date of Birth which has any of the following characteristics: (i) incomplete fields (i.e., missing either day, month, year or some combination thereof); (ii) contains an obviously incorrect value (e.g., the month is listed as “15” or day as “32”); (iii) falls outside of the 2 year birth range for the

insured as computed from the “year of issue” and “age at issue” data supplied by the Company; (iv) is after (later than) the policy issue date; (v) is a default Date of Birth (e.g., 01/01/1915); (vi) the day and month is the exact same day and month as either the policy issue or effective dates; or (vii) is one which produces no match for such an individual when run against Accurint for Insurance or an equivalent database using the insured’s First and Last Names.

d. For purposes of this match rule, an “obviously incorrect” Social Security Number is a Social Security Number that has any of the following characteristics: (i) is incomplete (i.e., not 9 numerical digits); (ii) contains obviously incorrect values (e.g., alpha or other non-numerical characters or number combinations that have never been issued by the Social Security Administration); (iii) if the Social Security Number belongs to another person (i.e., not the insured, owner, annuitant or retained asset account holder, as applicable); or (iv) is one which produces no match for such an individual when run against Accurint for Insurance or an equivalent database using the insured’s First and Last Names and Date of Birth (if available).

Fuzzy Match Criteria:

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

2. A “Last Name” fuzzy match includes one or more of the following:

- a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD."
 - b. Compound last name: "SMITH" and "SMITH-JONES."
 - c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN."
 - d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES."
 - e. First Name is provided together with Last Name in a "Full Name" format and First Name and Last Name cannot be reliably distinguished from one another: "ROBERT JOSEPH," both "JOSEPH ROBERT" and "ROBERT JOSEPH."
 - f. Use of apostrophe or other punctuation characters in Last Name: "O'NEAL" and "ONEAL."
 - g. Data entry mistakes with a maximum difference of one character for Last Name: "MACHIAVELLI" and "MACHIAVELI."
 - h. Last Name Cut-off. A match will be considered to have been made where due to the length of the Last Name, some of the last letters were not saved in the database: "Brezzinnows" and "Brezzinowski" and "Tohightower" and "Tohightowers."
 - i. Married Female Last Name Variations: A fuzzy Last Name match will be considered to have been made even though the data does not match on the Last Name of a female if the Date of Birth and Social Security Number match exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.
3. A "Date Of Birth" fuzzy match includes one of the following:
- a. Two dates with a maximum of 1 digit in difference: "03/27/1945" and "03/27/1946."
 - i. NOTE: "03/27/1949" and "03/27/1950" are not a match under Rule 3(a).
 - ii. Only 1 entry mistake per full date is allowable: "03/27/1945" and "03/28/1946" are not a match under Rule 3(a).
 - b. Transposition of month and day portion of the Date of Birth: "05/11/1935" and "11/05/1935."
 - c. If either AIG'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 AIG's systems does not conflict with the data contained in the DMF. By way of example, if AIG'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 AIG provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the AIG provided Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the AIG provided Date of Birth is within 2 years either before or after the DMF listed Date of Birth.

- e. If the AIG 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 AIG 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 AIG provided Date of Birth (e.g., 01/01/1915 & 02/25/1915 or 01/01/1915 & 02/25/1916);
 - ii. The AIG 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 AIG supplied Date of Birth (e.g., 02/25/1915 & 02/25/1913 or 02/25/1915 & 02/25/1916);
 - iii. The AIG 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 AIG supplied Date of Birth and a search of that individual's First and Last Name and Social Security Number (listed on the DMF) in Accurant for Insurance or an equivalent database results in an address matching an AIG address for that policy, contract or account.
4. A "Social Security Number" fuzzy match includes one of the following:
- a. Two Social Security Numbers with a maximum of 2 digits in difference, any number position: "123456789" and "123466781."
 - b. Two consecutive numbers are transposed: "123456789" and "123457689."
 - c. If a Social Security Number is less than 9 digits in length (with a minimum of 7 digits) and is entirely embedded within the other Social Security Number: "1234567" and "0123456789."

Reports of Matches

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

Other Matches and Mismatches

Notwithstanding the fact that a life insurance policy (including a group life insurance certificate issued thereunder), Annuity Contract, or retained asset account is listed as a match, the Parties agree that there will not be a reportable match if AIG is able to produce evidence sufficient to establish that the unique biological individual identified on AIG's data is not the same as a unique biological individual identified on the DMF or such individual is not dead.

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

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

The following schedules set forth the specific data elements that shall be provided for each Missing Data Life Policy UPR and 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, AIG and Verus will meet in order to make any changes to the column headings or report format that are operationally necessary and mutually agreeable.

Schedule C-1: Missing Data Life Policy Reports

Schedule C-2: Other 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 AIG data are indicated with a "(C)," data elements that represent Verus data are indicated with a "(V)," and data elements that represent DMF data are indicated with a "(DMF)."

SCHEDULE C-1

Missing Data Life Policy UPR Reports

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

SCHEDULE C-2: 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)
Verus Record Control ID (V)
Escheatment Reason (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
Insured Full Name (C)
DMF Full Name (DMF)
Insured First Name (C)
DMF First Name (DMF)
First Name Perfect Match (V)
Insured Last Name (C)
DMF Last Name (DMF)
Last Name Perfect Match (V)
Insured SSN (C)
DMF SSN (DMF)
SSN Perfect Match (V)
Insured Date of Birth (C)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
Insured Address (C)
Insured State (C)
Death or Maturity Date (V)
Dormancy Period Expiration Date (V)
State of Escheatment (V)
Current Policy Status (C)
Current Policy Status Effective Date (C)
Indication of Co-insured (Y/N) (V)

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

SCHEDULE C-2: Other UPRs

b) Annuity Report

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

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

SCHEDULE C-2: Other UPRs

c) Retained Asset Account Report

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

SCHEDULE 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 AND EXAMINATION OF MISSING DATA LIFE POLICY UPRs**

A. **Issuance of Missing Data Life Policy UPRs**

For each Missing Data Life Policy, the Company shall send one letter to the policy owner at the policy owner's last address as recorded on the Company's electronic administrative systems for that policy, provided, however, that no letter shall be sent if there is no address, a known bad address or a bad address indicator for the policy on such systems. The mailing of such letters will commence within sixty (60) days¹ following the Effective Date. The mailings may be made in stages in order to accommodate the volume of mailings, provided that: (i) all Missing Data Life Policies in fully paid up status shall be issued prior to any mailings for Missing Data Life Policies in other statuses; (ii) the Company shall use its best efforts to issue at least 20,000 mailings per month; and (iii) all mailings to be made pursuant to this provision shall be sent out within six (6) months of the Effective Date.

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

In the event that confirmed contact is not made with the owner, Beneficiary, or the legal representative of a Beneficiary within the allotted two (2) calendar month period, or if there is a bad address indicator on the policy record or if there is no address or, the property shall be subject to reporting and remittance pursuant to this Section and Section V. below. If confirmed contact is made with an owner of a policy who is alive, the Company shall make written or electronic 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. If confirmed contact is made with a Beneficiary or the legal representative of a Beneficiary of a deceased insured, the Company shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which the Company makes contact with the Beneficiary or the Beneficiary's legal representative. The Company shall make payment of the claim per the terms of the

¹ All references in this **Schedule D** to the number of days by which an action is to take place are to be calculated in business 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.

applicable policy following contact with a Beneficiary, or the legal representative of a Beneficiary. If at the end of this two (2) calendar month period the Company has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with this Section and Section V. below.

On the first day of each calendar month following the Effective Date, the Company will submit Missing Data Life Policy UPRs to Verus identifying Missing Data Life Policies for which the Company has determined that the Proceeds are to be remitted to a Signatory State under the terms of this section of **Schedule D**. Each Missing Data Life Policy UPR will be delivered in the format described in **Schedule C**. In addition, the Company shall provide Verus with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation if any (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit calculation for each escheatable policy identified on a Missing Data Life Policy UPR. Such documentation shall include a breakdown of all charges or additions to the account, including but not limited to loans, premiums, service fees, interest, and dividends.

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

B. Examination of Missing Data Life Policy UPRs

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

The Company shall have up to twenty (20) days to review any modifications or amendments made to each Missing Data Life Policy UPR and notify Verus of any disputes it has with any such modifications or amendments. Verus and the Company shall meet in good faith to resolve any such disputes within twenty (20) days of receipt of notification. All property that the Company agrees is due to be remitted following its review of modifications or amendments made to a Missing Data Life Policy UPR or reconciliation of any disputes shall then be subject to the procedures for reporting and remittance to the appropriate Signatory State following the completion of any due diligence called for in Section I.A. above and in accordance with Section V. below. All

disputes that remain unreconciled twenty (20) days after the Company and Verus first meet to discuss each Missing Data Life Policy UPR may be referred by either the Company or Verus to the dispute resolution process described in Section 3.E. of the Agreement.

II. 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 first set of UPRs shall be issued within thirty (30) days of the Effective Date of the Agreement and shall identify Proceeds already in the Company’s unclaimed property system for which Verus has completed its review as of the time this first set of UPRs is issued. Beginning sixty (60) days thereafter, Verus 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 according to the schedule below.²

Month	Life Insurance Report	Group Life Insurance Report	Annuity Report	Retained Asset Account Report
1	Up to 500 records	0	0	0
2	Up to 2,000 records	Up to 1,000 records	Up to 2,000 records	Up to 1,000 records
3	Up to 3,500 records	Up to 2,000 records	Up to 2,000 records	Up to 1,000 records
4 and 5	Up to 5,000 records	Up to 2,000 records	Up to 2,000 records	Up to 1,000 records
6	Up to 8,000 records	Up to 2,000 records	Up to 2,000 records	Up to 1,000 records

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

7	Up to 11,000 records	Up to 3,000 records	Up to 2,000 records	Up to 1,000 records
8	Up to 14,000 records	Up to 3,000 records	Up to 2,000 records	Up to 1,000 records
9-11	Up to 17,000 records	Up to 2,000 records	Up to 2,000 records	Up to 1,000 records
12 and after	Up to 24,000 records	Up to 2,000 records	Up to 2,000 records	Up to 1,000 records

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

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

III. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS

A. Review of Unclaimed Property Report

AIG shall have up to one calendar month to review each UPR in order to identify all Proceeds that it agrees are subject to escheatment as well as any exceptions it may have to a UPR, provided, however, that AIG shall have up to forty-five (45) days to review each Group Life Insurance Report. Once AIG 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 Verus with a written list identifying: (i) all Proceeds (valuation of Proceeds related to variable products, however, shall be subject to change based on market performance) that it agrees are subject to escheatment in accordance with Sections IV. and V. below; and (ii) the exceptions for Proceeds that AIG has determined do not meet the criteria for escheatment, together with the specific reasons for its determinations.

B. Review and Reconciliation of List of Exceptions

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

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

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

AIG 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 III above shall be subject to the following due diligence.

A. Due Diligence

1. Due Diligence for Property Due: (a) Upon An Event of Death Under Life Insurance Policies (Including Group Life Insurance Certificates Issued Thereunder), Annuity Contracts, or Retained Asset Accounts; (b) Upon Life Insurance Policies Reaching Maturity Age; and (c) Under Retained Asset Accounts

- i. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts where: (a) the 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 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 Section V.

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 IV.B. and V. below after allowing ten (10) days for the Company to calculate the amounts due under each policy, contract or account. AIG shall be deemed to have no last known address for a beneficiary where, according to the Company's books and records: (i) there

is no last known address for the beneficiary; and (ii) there is no last known address for the insured, owner and retained asset account owner; or 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 has made efforts to locate the beneficiary subsequent to the initiation of the Audit but has not been able to locate the beneficiary, AIG shall be deemed to have already conducted reasonable due diligence based on the previous searches it has conducted. AIG may elect to write one letter and send one email to the beneficiary, insured, annuitant or account owner based on information contained in the Company's files for that policy, contract or account, but all property within this category immediately shall be subject to the procedures for reporting and remittance to the appropriate Signatory State in accordance with Sections IV.B. and V. below after allowing ten (10) days for the Company to calculate the amounts payable under each policy, contract or account. In no event may property under this subsection be excluded from reporting and remittance pursuant to Sections IV.B. and V. below unless AIG has made confirmed contact with a Beneficiary, or the legal representative of a Beneficiary prior to the termination of the reporting and remittance process after which no further changes will be made to the report. For the purposes of this subsection, "confirmed contact" means AIG has made contact with a Beneficiary, or a Beneficiary's legal representative, and has begun to collect the documentation and information necessary to process the claim. Thereafter, AIG shall pay the Beneficiary within two (2) calendar months following the end of the calendar month during which AIG makes contact with the Beneficiary or the Beneficiary's legal representative. AIG shall make payment of the claim per the terms of the applicable policy, contract or account following contact with a Beneficiary, or the legal representative of a Beneficiary. If at the end of this two (2) calendar month period AIG has not paid the claim, the Proceeds shall be subject to reporting and remittance to the appropriate Signatory State in accordance with Sections IV.B. and V. below.

If AIG makes confirmed contact with the Beneficiary or the Beneficiary's legal representative but is unable to pay the Proceeds within the two (2) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on AIG's books and records as of the time it receives the UPR for the Beneficiary, or the last known address of the insured or annuitant if there is no last known address for the Beneficiary.

- ii. Proceeds due under life insurance policies (including group life insurance certificates issued thereunder), Annuity Contracts, or retained asset accounts that do not fall within Subsection (i) above*

Except as set forth below, there is no limitation on the amount or means of outreach AIG may conduct to contact the Beneficiary for Proceeds within this category. AIG will have a two (2) calendar month due diligence period to make confirmed contact with a Beneficiary or confirmed contact with the legal representative of a Beneficiary, commencing at the end of the calendar month during which AIG has confirmed that the property is subject to escheatment under Section III. above. For purposes of this subsection, "confirmed contact" means AIG has made contact with a Beneficiary or a Beneficiary's legal representative, and has begun to collect the documentation and information necessary to process the claim. If AIG 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 IV.B. and V. below. If AIG has made confirmed contact within the two (2) calendar month due diligence period, AIG shall pay the Beneficiary within two (2) calendar months from the expiration of the due diligence period. If at the end of this second two (2) calendar month period AIG 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 IV.B. and V. below. AIG shall make payment of the claim per the terms of the applicable policy, contract or account following contact with a Beneficiary, or the legal representative of a Beneficiary.

If AIG does not make confirmed contact with the Beneficiary or the Beneficiary's legal representative by the end of the two (2) calendar month due diligence period, or pay the Proceeds within the two (2) calendar month period following confirmed contact, Proceeds shall be reported and remitted based on the last known address on AIG'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.

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

AIG shall send one or more notification letters to, and may otherwise attempt to notify, the Annuity Contract owner. If there is no response to notification in the form of confirmed contact with a Contract owner, or a Contract owner's legal representative within 180 days from the end of the review period described in Section III. above and the property is not being paid out or maintained in accordance with the terms of the Annuity Contract following such contact, the property shall be subject to the reporting and remittance process described in Sections IV.B. and V. below.

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

B. Reporting of Results of Due Diligence for UPRs

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

AIG shall provide Verus with the methodology used to calculate Proceeds due to be remitted, as well as access to the physical documentation (e.g., calculation worksheets) and/or digital files that are created or edited during the death benefit calculation, or calculations of payments based on reaching the Maturity Age or Maturity Date, for each escheatable policy, contract, or account. Such documentation shall include a breakdown

of all post date of death debit/charges or additions to the policy, contract, or account, including but not limited to loans, premiums, service fees, interest, dividends, etc. Verus may test a reasonable percentage of such Proceeds to ensure that the correct calculations have been made. Any disputes regarding the amount of benefits due shall be subject to the same reconciliation and resolution process described in Section III 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: (1) in which the one calendar month review period for property in the Company's unclaimed property system ends; (2) in which the due diligence period ends; (3) in which the valuation period provided for in Section IV.A.1(i) ends if it is determined that no due diligence is required with respect to the Proceeds; or (4) in which the processing of Missing Life Data UPRs described in Section I. above is completed. Payment of all Proceeds to be reported and remitted shall be delivered as of the 10th day of the month following the end of the applicable due diligence period.

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

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

Reports provided to AIG shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and AIG mutually agree in writing) to Patricia Crouch, at patricia.crouch@aig.com. AIG may designate in writing to Verus one or more persons to receive such reports instead of Ms. Crouch.

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

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

of the Agreement or this **Schedule D**, the date of notice is the date on which notice is sent by the Signatory State to AIG.

Report delivery protocol questions, issues, concerns, or disputes shall, in the first instance, be addressed to Brent Sefert of AIG, at brent.sefert@aig.com, or Mr. Haley, of Verus, for resolution.

SCHEDULE E

NON-DISCLOSURE AGREEMENT DATED JANUARY 28, 2012

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement ("Agreement") is entered into as of the later of the two signature dates below (the "Effective Date") by and between American International Group, Inc. and its subsidiaries and affiliates including AGC Life Insurance Company, American General Assurance Company, American General Life Insurance Company of Delaware, American General Life and Accident Insurance Company, American General Life Insurance Company, First SunAmerica Life Insurance Company, SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company, The United States Life Insurance Company in the City of New York, The Variable Annuity Life Insurance Company, and Western National Life Insurance Company (collectively, "SAFG"), and Verus Financial LLC ("Recipient").

Recipient, as agent for the states set forth on Exhibit A any additional States that may authorize the Recipient to act as its agent ("Participating States"), will be requesting certain information from SAFG some of which is confidential, trade secret and otherwise proprietary. Upon receipt of an authorization from an additional Participating State after the Effective Date of this Agreement, Recipient will provide SAFG with a signed authorization from the state and an updated Exhibit A to this Agreement. In consideration of SAFG's disclosures of said information to the Recipient, Recipient agrees as follows:

1. Information. As used in this Agreement, Information means any information disclosed by SAFG to the Recipient pursuant to the authorizations referenced above (including, without limitation, books, records, documents, software, electronic files and databases, audited and interim financial statements, general ledgers and journals, internal and external audit reports and opinions, unclaimed property reports and Securities and Exchange Commission reports, National Association of Insurance Commissioners reports, and federal and state tax returns), whether disclosed orally, in writing, or in some other form. Notwithstanding the foregoing, Information does not include any information, however designated, that (i) was in the public domain before it was disclosed to the Recipient; (ii) enters the public domain after the Effective Date other than through a breach of this Agreement; (iii) is or has been disclosed to the Recipient by a third party which does not owe a duty of confidentiality to SAFG; or (iv) was developed independently by the Recipient without use of information in violation of this Agreement. Information will not be deemed to have been developed independently if, after the Effective Date of this Agreement, the Recipient accesses such information by utilizing Freedom of Information Act requests to obtain information which was provided to the Participating States in the Recipient's workpapers.

2. Restrictions on Disclosure and Use. The Recipient will (a) disclose information only to the appropriate personnel at the Participating States and the Recipient's employees, agents and representatives who, by virtue of a written confidentiality agreement or other legally binding, regulatory or statutory prohibition, are obligated to respect the confidentiality of the information; (b) use commercially reasonable efforts to maintain the confidentiality of the information, but in no event less than those efforts the Recipient uses to maintain the confidentiality of its own information of a similar nature; (c) use the information solely for the purpose described above; (d) not use the information in any manner which is adverse to SAFG, including, without limitation, the representation of any third party in any legal, regulatory or other action against SAFG that involves, or is related to the information, beyond findings made in connection with examinations conducted by the Recipient; and (e) not benefit from a third party's use of the information.

3. Compelled Disclosure. If the Recipient is served with a judicial or other governmental order seeking production of the information, it will use reasonable efforts to (a) assure that the information is maintained in confidence, and (b) notify SAFG of the existence of the order prior to production of any information and cooperate with SAFG in its efforts to obtain a protective order or other judicial relief. If such protective order or other remedy is not obtained prior to the date the Recipient is required to comply with such disclosure, or if SAFG waives compliance with this Agreement, Recipient agrees to disclose only that portion of the information which Recipient is advised by its counsel is legally required. To the extent any information

includes materials subject to the attorney-client, work product doctrine or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations ("Privileges"), it is the parties' desire, intention, and mutual understanding that, to the extent permitted by law, the sharing of such information is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the Privileges.

4. Accidental Disclosure. The Recipient will promptly notify SAFG upon discovery of any accidental or unauthorized use or disclosure of any information and will cooperate with SAFG to regain control of or otherwise safeguard the information, to minimize the effects of its unauthorized use or disclosure, and to prevent its further unauthorized use or disclosure.

5. Ownership. This Agreement does not grant Recipient any license or other right with respect to any information or trade secrets. Notwithstanding the foregoing, nothing in this Agreement shall preclude Recipient or the Participating States from retaining information contained in its workpapers and reports provided to the Participating States to the extent required by contract with the Participating States or by law.

6. Remedies. The Recipient acknowledges that SAFG would suffer irreparable harm if its information were disclosed or used in violation of this Agreement, and that monetary damages would be an insufficient remedy for such unauthorized disclosure or use. Accordingly, in addition to whatever right SAFG may have to obtain an award of damages or other relief upon the Recipient's breach of this Agreement, SAFG may obtain an injunction or other equitable relief to protect its information disclosed or used in violation of this Agreement. Recipient further agrees to waive any requirement for the securing or posting of, any bond in connection with obtaining a temporary injunction. Additionally, should the Recipient be found to have breached this Agreement it acknowledges that it will be required to reimburse SAFG for reasonable legal fees and costs incurred to enforce the agreement. Recipient may also be required to reimburse SAFG for reasonable legal fees, costs and damages SAFG is found to have sustained as a result of the breach.


7. Termination. This Agreement is perpetual and shall not expire nor terminate, unless terminated in writing by SAFG.

8. General. (a) This Agreement will be binding upon and inure to the benefit of each party's heirs, successors and permitted assigns; provided, however, that the Recipient may not assign this Agreement (whether by operation of law, sale of securities or assets, merger, or otherwise) or transfer any information to parties other than those identified in Section 2(a) without SAFG's prior written consent. Any attempted assignment in violation of this section will be void. (b) The Recipient will comply with all local, state, national and international laws and regulations applicable to disclosure or use of all information. (c) This Agreement will be governed by the laws of the State of Texas, without regard to its choice of law principles. The

Recipient consents to the exclusive jurisdiction of the state and federal courts of State of Texas for resolution of any dispute arising under or related to this Agreement, and waive all objections to placing venue before them. The prevailing party in any litigation arising under or related to this Agreement may be entitled to recover its reasonable attorneys' fees and costs from the other party. (d) Notwithstanding the foregoing, nothing in this Agreement shall be construed to be binding on any of the Participating States. (e) If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. (f) Any notice required under this Agreement will be in writing and will be sent by registered or certified mail, return receipt requested, or express courier (e.g., Federal Express) to the recipient at its addresses as follows

To Provider:

American General Life Insurance Company
2929 Allen Parkway, AT30
Houston, Texas 77019
Attn: Kyle Jennings, General Counsel and
Executive Vice President

By: 
Name: Kyle L. Jennings
Title: V.P. & General Counsel
Date: 01-28-2012

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

If sent domestically, a notice will be deemed given three (3) business days after sent by registered or certified mail or one (1) business day after sent by express courier. If sent internationally, a notice will be deemed given five (5) business days after sent by registered or certified mail or three (3) business days after sent by express courier. Either party may change its address for notices under this Agreement by giving the other party notice of the change in the manner just specified. (g) This Agreement may be modified only by a written amendment signed by both parties. Any waiver of a party's rights under this Agreement must be in a writing signed by one of its authorized agents. A waiver on one occasion will not obligate the waiving party to waive its rights on another occasion. (h) This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and it supersedes all prior communications, understandings and agreements related to its subject matter.

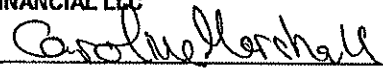
VERUS FINANCIAL LLC
By: 
Name: Caroline Marshall
Title: General Counsel
Date: 1/19/2012

EXHIBIT A

Participating States as of October 8, 2012:

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

SCHEDULE F

FORM OF SIGNATORY STATE SIGNATURE PAGE

The undersigned Participating State, as identified in the attached Schedule A, agrees to enter into the Global Resolution Agreement with AIG as a Signatory State.

[SIGNATORY STATE]

By: _____ Date: _____

Its: _____