REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("**Agreement**") is entered into by and between Symetra Life Insurance Company, and Symetra National Life Insurance Company and each of their predecessors, successors, and assigns and subsidiaries (collectively referred to herein as the "**Company**" or "**Symetra**"); the California Department of Insurance, Florida Office of Insurance Regulation, Illinois Department of Insurance, New Hampshire Insurance Department, North Dakota Insurance Department, Pennsylvania Insurance Department, and the Washington Office Of The Insurance Commissioner as Lead States ("**Lead States**") in the multistate targeted market conduct examination of the Company called on November 28, 2012 (the "**Multi-State Examination**"); and the insurance departments executing a Participating State Adoption in the form set forth on Schedule B (the "**Participating States**") (the **Lead States** and **Participating States** are collectively referred to herein as the "**Departments**") (the "**Departments**" and **Company** are collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, the Departments have regulatory jurisdiction over the business of insurance conducted in their respective jurisdictions, including the authority to conduct market conduct examinations;

WHEREAS, the Departments are the Lead and Participating States in the Multi-State Examination that was called to assess the Company's settlement practices, procedures and policy administration relating to claims, and the use of the Social Security Death Master File or similar database or service, including the Company's efforts to identify the owners and beneficiaries of unclaimed Proceeds;

WHEREAS, based upon the information gathered to date, the Departments have identified concerns regarding the adequacy of the Company's policies and procedures to ensure that life insurance policies, annuities, Retained Asset Accounts and other funds are timely paid out to Beneficiaries, and are timely reported or remitted in accordance with the Unclaimed Property Laws and the Insurance Laws;

WHEREAS, the Company denies any wrongdoing or activities that violate any Insurance Laws in the jurisdiction of each Department or any other applicable laws, 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 Departments desire to resolve the differences between the Parties as to the interpretation and enforcement of Insurance Laws and all claims that the Departments have asserted or may assert with respect to the Company's claim settlement practices;

WHEREAS, the Company has cooperated with the Departments and its examiners in the course of the Multi-State Examination by making its books and records

available for examination, and its personnel and agents available to assist as requested by the Departments and the Company represents that at all times relevant to this Agreement, the Company and its officers, directors, employees, agents, and representatives acted in good faith; and

WHEREAS, the Company represents that it initiated a voluntary program to run "Insured" information against the DMF and is using a good faith effort to locate Insureds and Beneficiaries.

NOW, THEREFORE, the Parties agree as follows:

1. **Defined Terms.** Those capitalized terms in this Agreement not otherwise defined in the text shall have the following meanings:

    a. "**Accountholder**" means the owner of a "Retained Asset Account."

    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. "**Annuity Contract Owner**" means the owner of an Annuity Contract.

    d. "**Beneficiary**" or "**Beneficiaries**" means the party or parties entitled or contingently entitled to receive the benefits from a Policy, an Annuity Contract, or the proceeds of a Retained Asset Account.

    e. "**Company Records**" means in-force and lapsed Policy, Annuity Contract and Retained Asset Account information maintained on the Company's administrative systems or the administrative systems of any third-party retained by the Company as opposed to such information being maintained by a group life insurance customer or some other third party retained by the group customer. Company Records does not include lapsed Policies that have been compared against the DMF for eighteen (18) months following the lapse of the applicable Policy.

    f. "**Date of Death**" means the date on which an Insured has died.

    g. "**Death Notice Date**" means the date the Company first has notice of the Date of Death of an Insured. For purposes of this Agreement, notice shall include, but not be limited to, information provided from a DMF Match or any other source or record maintained or located in Company Records.

    h. "**DMF**" means a version of the United States Social Security Administration's Death Master File or any other database or service,

including those of a third party vendor with comparable services, that is at least as comprehensive as the United States Social Security Administration's Death Master File for determining that a person has reportedly died.

i. "**DMF Match**" means a match of an Insured contained in the Company Records to a unique biological individual listed in the DMF under the criteria provided in the attached Schedule A.

j. "**Effective Date**" means the date this Agreement has been executed by the Company and twenty (20) Departments.

k. **"Exception"** means a fact situation described in subparagraphs i. – iii. below which serves to exclude the Proceeds from payment to a beneficiary or escheatment to a state as a result of a Death Notice Date:

    i. for Proceeds under a Policy, Annuity Contract and Retained Asset Account: (a) the individual identified in the Death Notice Date as the Insured is either alive or not the Insured; (b) the Policy was not in force at the Date of Death; (c) there are no Proceeds due and payable to the Beneficiary due to, among other things: (i) the application of a contestability period provision, (ii) the existence of an exclusionary event, or (iii) pending litigation; (d) the beneficiary is a minor and unable to accept payment of the Proceeds under the applicable Uniform Transfer to Minors Act; (e) the Proceeds due under an Annuity Contract are within the five (5) year deferral period under the Internal Revenue Code and the Beneficiary has indicated an intent to defer; (f) the death indicated was the first of two Insureds or Annuity Contract Owners to die under a second-to-die policy; (g) the dormancy period under the applicable Unclaimed Property Law has not expired; (h) claims received under Policies or Annuity Contracts not in Company Records, (i) claims received for group life insurance or annuity contracts where Company does not provide Recordkeeping services (including group life insurance or annuity certificates issued where the Company does not maintain information necessary to determine that a life insurance or annuity benefit is due or is unable to determine the benefit amount without contacting a third party); (j) the full value of any benefits due and payable due to the Beneficiary has in fact been remitted to the Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s);

    ii. for Annuities that have reached their Maturity Date: (a) there are no Proceeds due and payable on the Maturity Date; (b) documented contact has occurred with the Annuity Contract

Owner within the dormancy period including but not limited to a request by the Annuity Contract Owner to change the designation of a Beneficiary, Annuity Contract Owner or annuitant; a non-automated request to reallocate the value of the Annuity Contract among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the Annuity Contract; (c) the Annuity Contract Owner has taken action which is inconsistent with a desire to annuitize; (d) the value of the Proceeds payable upon Maturity Date is the subject of pending litigation; and/or (e) the full value of any benefits due and payable upon the Maturity Date has in fact been remitted to the Annuity Contract Owner or Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s);

iii. for Retained Asset Accounts: (a) the Accountholder has taken affirmative action in respect to the Retained Asset Account that is inconsistent with abandonment (automatic financial or administrative transactions, including 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 where the affected jurisdiction specifically recognizes that such activity is sufficient to prevent property from being presumed abandoned); or (b) the full value of the Retained Asset Account has in fact been remitted to the Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s).

l. **"Future Settlement Agreement"** means any agreement entered into by any other insurer and the Departments concerning the subject matter of this Agreement.

m. "**Insurance Laws**" means the insurance laws, rules and regulations in effect in each of the Department's jurisdictions and any official guidance issued by one or more of the Departments under such laws, rules and regulations.

n. "**Insured**" means an individual identified in a Policy, Retained Asset Account or Annuity Contract whose death obligates the Company to pay "Proceeds."

o. **"Maturity Date"** means the date in an Annuity Contract that annuity payments are scheduled to begin, unless the records of the Company indicate that the Maturity Date has been extended with documented contact with the Annuity Contract Owner, or the Annuity Contract Owner has taken action with respect to the Annuity Contract that is inconsistent with a desire to annuitize. For purposes hereof, "action in

respect to the Annuity Contract that is inconsistent with a desire to annuitize" shall mean a partial annuitization, a partial withdrawal of contract value (including required minimum distributions or systematic withdrawals, unless such distributions or withdrawals remain uncashed, and partial exchanges of the Annuity Contract for another annuity contract), termination or surrender of the Annuity Contract, payment of all Proceeds due, fund transfers, beneficiary changes, or payment of additional annuity considerations.

p. **"Policy"** means any individual life policy or endowment policy, or group life insurance policy or certificate of life insurance for which the Company performs Recordkeeping services, and provides Proceeds. The term "Policy" shall not include credit or mortgage life insurance policies or certificates issued thereunder, Corporate, Bank, and Institutional Owned policies for which the beneficiary is the policy owner and there are no other known individual beneficiaries, other group life insurance policies or certificates issued thereunder where the Company does not perform Recordkeeping services; or any benefits payable under accidental death or health coverages including but not limited to disability and long term care arising from the reported death of a person insured under such coverages.

q. "**Proceeds**" means the benefits payable under a Policy, Annuity Contract or Retained Asset Account of the Company.

r. **"Recordkeeping"** means the information maintained by the Company in Company Records necessary to process a claim, including without limitation, the Insured's full name, address, date of birth, telephone number, Social Security Number, coverage eligibility, premium payment status, benefit amount and Beneficiary's information, including without limitation, the Beneficiary's full name, address, date of birth, telephone number and Social Security Number.

s. "**Retained Asset Account**" means any mechanism whereby the settlement of proceeds payable under a Policy or individual Annuity Contract, including, but not limited to, the payment of cash surrender value, is accomplished by the Company or an entity acting on behalf of the Company establishing an account with check or draft writing privileges, where those proceeds are retained by the Company, pursuant to a supplementary contract not involving annuity benefits.

t. "**Thorough Search**" means the minimum Company efforts to identify, locate and contact the Beneficiaries of a Policy, Retained Asset Account, or Annuity Contract after receiving a Death Notice Date that indicates that the Insured has been reported as deceased, which shall include:

i. The Company shall use its best efforts, as described in paragraphs ii. through vii. below, to identify the Beneficiary and determine a current address for the Beneficiary based upon the Company Records;

ii. The Company shall make at least two (2) attempts to contact the Beneficiary in writing at the address in (i) above; provided that, if such writing is returned as undeliverable, the Company will not be required to send any additional mailings to that address and will within thirty (30) days conduct research to locate a more updated or accurate address using a nationally recognized database service, or online search or locator tools, such as Lexis Nexis, Accurint or other comparable databases;

iii. If the Company obtains an updated address using a nationally recognized database or online search or locator tools as described in (ii) above, the Company shall make at least two (2) attempts in writing to contact the Beneficiary at that address;

iv. In the event that no response is received to the writings sent pursuant to (ii) and (iii) above, or a writing sent pursuant to (ii) and (iii) above is returned as undeliverable, the Company shall attempt to contact the Beneficiary at least two (2) times at the most current telephone number contained in the Company's Records if such a telephone number exists in the Company Records or obtained by the Company by an online search or locator tool;

v. In the event that no response has been received to the attempted contacts described above, the Company shall attempt to contact the Beneficiary at the most current available email address, if any;

vi. In the event that no response has been received to the attempted contacts described above, the Company shall utilize a nationally recognized database service to update an addresses address returned as undeliverable in order to check for a more current address for the Beneficiary and send a third and final letter to the Beneficiary at the address found by that database service by first class mail; and

vii. The Company shall maintain documentation of all its Thorough Search efforts.

If the value of a Policy, Annuity Contract, or Retained Asset Account is *de minimis* (defined as $100 or less), the Company may satisfy its

obligations to conduct a Thorough Search by making at least one (1) attempt to contact the Beneficiary or Beneficiaries by mail at the address indicated in the Company Records, or, if the Company Records do not identify a Beneficiary and address, may report and remit the funds to the affected jurisdiction(s) in accordance with the applicable jurisdiction's Unclaimed Property Laws.

Notwithstanding the forgoing, the Company's obligation to conduct a Thorough Search shall cease upon documented contact with a Beneficiary. In the event the Company fails to locate a Beneficiary, including through the efforts described above, the Company shall report and remit the policy proceeds in accordance with the applicable jurisdiction's Unclaimed Property Laws.

u. "**Unclaimed Property**" means property subject to state Unclaimed Property Laws.

v. **"Unclaimed Property Audit Agreements"** means (i) the Global Resolution Agreements between the Company, Unclaimed Property regulators, and Verus Financial LLC and (ii) the agreement between the Company and the Florida Department of Financial Services.

w. **"Unclaimed Property Laws"** means the Laws, Rules and Regulations regulating unclaimed property in each of the Departments' jurisdictions that apply to insurance companies as holders of Unclaimed Property.

2. **Specific Business Practices and Reforms.** The Company will hereby institute the following policies and procedures:

a. The Company represents, warrants, and covenants that it has already completed several comparisons of Insureds in the Company Records against the complete DMF, voluntarily and pursuant to the Unclaimed Property Audit Agreement and agrees that it will continue to compare all Insureds in its Company Records against any updates to the DMF at least monthly. The Company shall have no responsibility for errors, omissions or delays in information contained in the DMF or any update files. The Company shall use the comparison criteria specified in Schedule A.

If the Company is not contacted by a Beneficiary within one hundred twenty (120) days from its receipt of the Death Notice Date, the Company shall promptly commence a Thorough Search, which shall be completed within one (1) year from the Death Notice Date. If (i) the Beneficiary cannot be located by a Thorough Search and (ii) the Company is unable to establish an Exception, it shall report and remit the Proceeds as Unclaimed Property to the affected jurisdiction(s) within three (3) or five (5) years, as applicable, from the Death Notice Date.

b. For the sole purpose of this Agreement, the Company shall implement policies and procedures to establish that a DMF Match shall require the Company to conduct a Thorough Search for Beneficiaries in accordance with Section 2(a) of this Agreement. Nothing herein is intended nor shall be deemed to waive or determine the requirements for establishing proof of death for any other purpose, or to confer any rights on any party other than the Company and the Departments.

c. In the event that one of the Company's line of business conducts a search for matches of its Insureds against the DMF at intervals more frequent than those provided for in this Agreement and such DMF Match results in action being taken with respect to a Policy, Annuity Contract, or Retained Asset Account, then that line of business shall share the relevant Insured information among other lines of business where Company provides Recordkeeping services.

d. In the event that the Company locates the Beneficiary following a Thorough Search, the Company shall provide the appropriate claim forms or instructions, if required, to the Beneficiary to make a claim, including instructions as to the need to provide an official death certificate if consistent with law and the Policy, Annuity Contract, or Retained Asset Account. The Company reserves the right to require satisfactory confirmation of death, including a death certificate, as due proof of death, before Proceeds are paid to a Beneficiary or a Beneficiary's legal representative if consistent with law and the Policy, Annuity Contract, or Retained Asset Account. Nothing in this Agreement shall be construed to supersede the Company's right to maintain effective procedures and resources to deter and investigate fraudulent insurance acts as required by applicable law.

e. The Company represents, warrants, and covenants that it has and shall maintain policies and procedures for conducting Thorough Searches. The obligation to conduct Thorough Searches under the terms of this Agreement shall not abrogate the right of the Company to complete any due diligence within the timeframe required by any applicable Unclaimed Property Law.

f. To the extent permitted under applicable law, the Company may disclose the minimum necessary personal information about an Insured or Beneficiary to a person whom the Company reasonably believes may be able to assist the Company in locating the Insured or Beneficiary or a person otherwise entitled to payment of the claims Proceeds, provided however, the Company shall not be required to take any action in contravention of Section 203 of the Bipartisan Budget Act of 2013 and the regulations adopted thereunder. The Company shall also implement policies or practices that will recognize the rights of, or amounts of Proceeds due to, Beneficiaries

under its Policies, Annuity Contracts, or Retained Asset Accounts, subject to any applicable Exceptions.

g. The Company shall conduct a Thorough Search for group life insurance policies where the Company provides Recordkeeping services, including group life insurance certificates issued thereunder, where a group life insurance claim is received for which the Company, from information in its administrative systems and/or the group policy claim form, is able to determine that a benefit is due and is able to determine the benefit amount, but the beneficiary cannot be identified and/or located. h.

Within twelve (12) months after the Effective Date of this Agreement the Company shall establish policies and procedures to ensure that:

i. commencing no later than forty-five (45) days prior to the Maturity Date of an Annuity Contract for which the Company is unable to establish an Exception, at least two (2) letters are sent to an Annuity Contract Owner notifying the owner of the upcoming Maturity Date, stating that the Contract will be annuitized following the Maturity Date if no response is received, and identifying the options available to the Beneficiary (e.g., annuitization, extension of the Maturity Date, surrender of the Contract);

ii. the Company shall immediately commence a Thorough Search for the Annuity Contract Owner if the letters described in subparagraph (i) hereof are returned as undeliverable;

iii. an affirmative request by an Annuity Contract Owner or authorized representative shall be required by the Company before a Maturity Date is extended, and such request will be recorded in the Company Records;

iv. the Annuity Contract is annuitized as soon as practicable, but in no event more than forty-five (45) days following the Maturity Date, if the Company has a valid address for the Annuity Contract Owner and no response is received to the letters described in subparagraph (i) hereof;

v. if a Thorough Search for the Annuity Contract Owner is unsuccessful, or if none of the annuity payments for a contract that has been annuitized under subparagraph (iv) hereof are not deposited, the Proceeds shall be reported and remitted as Unclaimed Property to the affected jurisdiction(s) within three (3), five (5) years, or other period of time, as applicable, from the Maturity Date or date of annuitization payment pursuant to such jurisdiction's Unclaimed Property Laws.

i. The Company shall ensure that all Retained Asset Accounts are monitored for inactivity and each Accountholder is notified that the failure to make a withdrawal from the account or to respond to communications from the Company may cause the account to be declared dormant and subject to escheat based on the last documented contact with the Accountholder or the Accountholder's authorized representative. The value of the Retained Asset Account(s) shall be the value of the account as of the date the property is paid to the Accountholder or reported and remitted to the affected jurisdiction and pursuant to such jurisdiction's Unclaimed Property Laws. The Company is required to implement the procedures as soon as possible and in coordination with the Unclaimed Property Audit Agreement, but in no event more than 12 months from the Effective Date.

j. A Thorough Search for a Beneficiary of a Retained Asset Account or an Accountholder, as appropriate, shall commence following the earlier of three (3) or five (5) years, as applicable, from the Maturity Date of date of annuitization payment after: (i) the date that the Accountholder last initiated a financial or administrative transaction or (ii) the last Accountholder-authenticated response to the Company that is documented on the Company's books and records. In the event that the Company is unable to locate a Beneficiary or Accountholder and is unable to establish an Exception within one (1) year after the commencement of the Thorough Search, it shall report and remit the Proceeds of the Retained Asset Account as Unclaimed Property to the affected jurisdiction(s) within three (3), five (5) years, or other period of time, as applicable, in accordance with the applicable jurisdiction's Unclaimed Property Laws.

k. Within twelve (12) months after the Effective Date of this Agreement, the Company shall establish policies and procedures to ensure that prior to the delivery of a Policy or Annuity Contract or establishment of a Retained Asset Account, and upon any change of a Beneficiary, the Company shall, having made all appropriate filings in a timely manner and obtained approvals where necessary, request information sufficient to facilitate the (i) payment of all Proceeds to Beneficiaries and (ii) perfection of a claim, including, at a minimum, the name, address, date of birth, social security number, and telephone number of every Insured and Beneficiary of such Policy, Annuity Contract or Retained Asset Account, as applicable.

3. **Regulatory Oversight.** Each of the Departments shall maintain independent regulatory oversight over the Company's compliance with the terms of this Agreement and in furtherance thereof, the Company agrees to the following:

a. For a period of twenty-four (24) months following the Effective Date, the Company shall provide to the Lead States quarterly reports on the

implementation and execution of the requirements of this Agreement. Each report shall be delivered to each of the Lead States within forty-five (45) days following the end of the applicable reporting period. Copies of these reports will also be made available to a Department's designated examiner, upon reasonable request, to allow it to assist the Departments in monitoring compliance with the requirements of this Agreement.

b. Thirty-nine (39) months following the Effective Date the Lead States shall conduct a Multi-State Examination of Company's compliance with the requirements of this Agreement. The Lead States shall provide a written report summarizing the results of that examination to Company and Departments in accordance with the Lead States' laws. The examination shall be performed with the cost of the examination to be borne by Company in accordance with the Lead States' respective laws.

c. At any time the Company may petition a Department to terminate or modify this Agreement in such jurisdiction. Such petition may include, but not be limited to the following grounds: (i) the Agreement's terms, in whole or in part, are inconsistent with the statutes, rules, or regulations then in effect in that jurisdiction, (ii) that a Future Settlement Agreement with a company possessing substantial market share is more favorable than this Agreement; or (iii) by three (3) years from the Effective Date of this Agreement, Future Settlement Agreements have not been entered into with companies possessing substantial market share, or (iv) the terms of this Agreement do not reflect current technology or search capabilities that are reasonably available to the Company. A Department shall not unreasonably withhold its consent to the relief requested by the Company in its petition. Once made by the Company, the Multi-State Examination Payment, as allocated to each Department, is final and non-recoverable under any circumstances including termination of this Agreement.

d. In addition to the payments set forth in Paragraph 5, the reasonable costs and expenses of the Departments related to the monitoring of the Company's compliance with the Agreement, including the costs and expenses of conducting any reviews or examinations permitted by the Agreement, as well as participating in any meetings, presentations or discussions with the Company, shall be borne by the Company as costs of the Multi-State Examination.

e. If the jurisdiction of any Department adopts any Insurance Law addressing insurance companies' use of the DMF (or its equivalent) in connection with insurance companies' procedures concerning the payment of Proceeds to Beneficiaries, then the Company's compliance with the terms of such Insurance Law of that jurisdiction after the Effective Date of this Agreement shall be deemed to comply with those terms of this Agreement (i) which relate solely to the use of the DMF;

and (ii) for the purposes of compliance herewith for that jurisdiction alone.

f. The monitoring of the Company for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Departments in accordance with the laws of its jurisdiction. Consistent with applicable law, each Department shall accord confidential treatment to the work papers, recorded information, documents, copies of work papers, and documents produced by, obtained by or disclosed by Company.

g. No later than five (5) years following the Effective Date, the Lead States will complete the Multi-State Examination with a final review concerning the Company's compliance with the Agreement. If that review confirms that the Company has fulfilled its obligations under the Agreement, the Multi-State Examination will be closed. The Agreement will terminate eight (8) years following the Effective Date (the "**Termination Date**"), contingent upon closure of the Multi-State Examination and the Company's submission of its prospective policies and procedures for DMF matching and Beneficiary outreach to be used thereafter. This submission shall be made to the Lead States six (6) calendar months prior to the Termination Date.

4. **Company Covenants.** The Company covenants and agrees with each of the Departments as follows:

a. Proceeds under a Policy shall be determined in accordance with the Policy terms.

b. Proceeds under Annuity Contracts shall be determined in accordance with the contract terms.

c. The value of a Retained Asset Account shall be the value of the account as of the date the Proceeds are removed from the Retained Asset Account to be paid to the Beneficiary.

d. Beneficiaries shall not be charged for any fees or costs associated with a search or verification conducted pursuant to this Agreement.

e. The Company shall comply with and perform the terms and conditions set forth in the Unclaimed Property Audit Agreement.

5. **Multi-State Examination Payment.** Without admitting any liability whatsoever, the Company agrees to pay the Departments the sum of $1,200,000 (the "Payment") for the examination, compliance and monitoring costs incurred by the Departments associated with the Multi-State Examination. The Lead States shall be responsible for allocating the Payment among the Departments. To be eligible to participate in

the Payment allocation, a Department must sign the Agreement by December 19, 2014. The Company agrees to remit the Payment within ten (10) business days after the later of the Effective Date or the receipt of the allocation from the Lead Departments, and in all circumstances, no later than December 31, 2014. Upon the receipt of the Payment, as allocated by each of the Departments, the Company's financial obligations incurred by the Departments arising out of the Multi-State Examination will be fully satisfied, except as set forth in Paragraph 3d. The Payment shall be in addition to the Company's obligation to reimburse the Lead States for reasonable third-party expenses, including expenses for consultants, incurred in connection with the Lead States' role in the Multi-State Examination.

6. **Miscellaneous.**

a. This Agreement is an agreement solely between the named Parties as defined above, and no other person or entity shall be deemed to obtain or possess any enforceable rights against the Company as a third party beneficiary or otherwise as a result of this Agreement. The Parties agree that this Agreement is not intended to and shall not confer any rights upon any other person or entity and shall not be used for any other purpose. Nothing in this Agreement shall be construed to provide for a private right of action to any person or entity not a Party to this Agreement. Nor shall the Agreement be deemed to create any intended or incidental third party beneficiaries, and the matters herein shall remain within the sole and exclusive jurisdiction of the Departments.

b. This Agreement does not impair, restrict, suspend, or disqualify the Company from engaging in any lawful business in any jurisdiction, based upon, or arising out of, the Multi-State Examination regarding any alleged act or omission of the Company; provided that all matters set forth in this Agreement shall remain with the sole and exclusive jurisdiction of the Departments.

c. This Agreement contains the entire agreement between the Parties regarding the Company's claims settlement practices, procedures, policy administration relating to the matching of Insureds against the DMF or any similar database and that there are no other understandings or agreements, verbal or otherwise, between the Parties, except as set forth herein. In entering into this Agreement, no Party has relied on a representation not set forth herein.

d. Neither this Agreement, nor any of the communications or negotiations leading up to this Agreement, nor any actions taken or documents executed in connection with this Agreement, is now or may be deemed in the future to be an admission or evidence of any 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 Multi-State Examination.

e. Subject to the Company's performance of and compliance with the terms and conditions in this Agreement and Schedules each Department hereby releases the Company from any and all claims, demands, interest, penalties, actions or causes of action that each Department may have by reason of any matter, cause or thing whatsoever, regarding or relating to the subject matter of the Multi-State Examination; provided, however, that nothing herein shall preclude the Lead States from conducting subsequent Multi-State Examinations to assess the Company's compliance with this Agreement.

f. In the event that any portion of this Agreement is enjoined or held invalid under the laws of a Department's jurisdiction, such enjoined or invalid portion shall be deemed to be severed only for the duration of the injunction, if applicable, and only with respect to that Department and its jurisdiction, and all remaining provisions of this Agreement shall be given full force and effect and shall not in any way be affected thereby.

g. Nothing in this Agreement shall be construed as an admission of any party's position as to the preemptive effect of the Employee Retirement Income Security Act of 1974, as periodically amended, or the law of the jurisdiction as applied to employment based plans.

h. This Agreement shall not be construed to allow or require the Company to implement policies or practices that will or may diminish the rights or the Proceeds due to Beneficiaries under the terms of its Policies, Annuity Contracts, or Retained Asset Accounts.

i. To the extent that any laws, rules, or regulations are enacted in the State of a Department's jurisdiction or are adopted by any Department, or a regulatory agency of a Department that conflict with any of the terms and conditions of this Agreement, then the application of those affected terms and conditions shall be superseded by such laws, rules or regulations as it applies to that Department, provided that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.

j. Nothing in this Agreement shall abrogate the obligation of the Company under the Unclaimed Property Audit Agreement.

k. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.

l. This Agreement may be executed in counterparts. A true and correct copy of the Agreement shall be enforceable the same as an original.

m. All legal notices and demands to the Company under this Agreement shall be in writing and shall be addressed to: 777 108th Avenue NE, Suite 1200,

Bellevue, WA 98004, Attn: Senior Vice President, General Counsel and Secretary, Law Department.

7. **Enforcement.** The failure to comply with any provision of this Agreement shall constitute a breach of the Agreement, a violation of an Order of the Departments and a violation of Company's Agreement with the Departments, and shall subject Company to such administrative and enforcement actions and penalties as each Department deems appropriate, consistent with each Department's respective laws, except to the extent that the non-compliance is a result of performance or non-performance on the part of regulatory bodies which have not acted on filings necessary for compliance with the terms of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH AFTER EACH OF THEIR NAMES.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

COMPANIES SIGNATURE PAGE

By _____

Dated: 11/19/14

Michaelanne Ehrenberg
Vice President, Governmental Affairs & Associate General Counsel

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
KEVIN M. McCARTY, COMMISSIONER

DATE 11/20/14

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
MICHAEL F. CONDSEDINE, COMMISSIONER

DATE_____

ILLINOIS DEPARTMENT OF INSURANCE

BY:_____
ANDREW BORON, DIRECTOR

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

WASHINGTON OFFICE OF THE INSURANCE COMMISSIONER

BY:_____
MIKE KREIDLER, COMMISSIONER

DATE_____

FLORIDA OFFICE OF
INSURANCE REGULATION

BY:_____

KEVIN M. McCARTY
COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE
DEPARTMENT

BY:_____

ADAM HAMM
COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT
OF INSURANCE

BY: Dave Jones

DAVE JONES
COMMISSIONER

DATE 11/4/2014

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____

MICHAEL F. CONSEDINE
COMMISSIONER

DATE _____

ILLINOIS DEPARTMENT
OF INSURANCE

BY:_____

ANDREW BORON
DIRECTOR

DATE _____

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY:_____

ROGER A. SEVIGNY
COMMISSIONER

DATE _____

CONNECTICUT DEPARTMENT
OF INSURANCE

BY:_____

THOMAS LEONARDI
COMMISSIONER

DATE:_____

MICHIGAN DEPARTMENT OF
INSURANCE AND FINANCIAL SERVICES

BY:_____

ANNETTE FLOOD
DIRECTOR

DATE:_____

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
KEVIN M. McCARTY, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE_____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
MICHAEL F. CONDSEDINE, COMMISSIONER

DATE_____

ILLINOIS DEPARTMENT OF INSURANCE

BY:_____
ANDREW BORON, DIRECTOR

DATE 1/21/14

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

WASHINGTON OFFICE OF THE INSURANCE COMMISSIONER

BY:_____
MIKE KREIDLER, COMMISSIONER

DATE_____

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FLORIDA OFFICE OF INSURANCE REGULATION

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KEVIN M. McCARTY, COMMISSIONER

DATE_____

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DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

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DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
MICHAEL F. CONDSEDINE, COMMISSIONER

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ILLINOIS DEPARTMENT OF INSURANCE

BY:_____
ANDREW BORON, DIRECTOR

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

WASHINGTON OFFICE OF THE INSURANCE COMMISSIONER

BY: Mike Kreidler
MIKE KREIDLER, COMMISSIONER

DATE 11-21-14

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FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
KEVIN M. McCARTY, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE 11/20/14

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
MICHAEL F. CONDSEDINE, COMMISSIONER

DATE_____

ILLINOIS DEPARTMENT OF INSURANCE

BY:_____
ANDREW BORON, DIRECTOR

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

WASHINGTON OFFICE OF THE INSURANCE COMMISSIONER

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MIKE KREIDLER, COMMISSIONER

DATE_____

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FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
KEVIN M. McCARTY, COMMISSIONER

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NORTH DAKOTA INSURANCE DEPARTMENT

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ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY: Michael Condsedine
MICHAEL F. CONDSEDINE, COMMISSIONER

DATE 11/24/14

ILLINOIS DEPARTMENT OF INSURANCE

BY:_____
ANDREW BORON, DIRECTOR

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE_____

WASHINGTON OFFICE OF THE INSURANCE COMMISSIONER

BY:_____
MIKE KREIDLER, COMMISSIONER

DATE_____

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY:_____
KEVIN M. McCARTY, COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE DEPARTMENT

BY:_____
ADAM HAMM, COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY:_____
DAVE JONES, COMMISSIONER

DATE_____

PENNSYLVANIA INSURANCE DEPARTMENT

BY:_____
MICHAEL F. CONDSEDINE, COMMISSIONER

DATE_____

ILLINOIS DEPARTMENT OF INSURANCE

BY:_____
ANDREW BORON, DIRECTOR

DATE_____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY:_____
ROGER A. SEVIGNY, COMMISSIONER

DATE 11-21-14

WASHINGTON OFFICE OF THE INSURANCE COMMISSIONER

BY:_____
MIKE KREIDLER, COMMISSIONER

DATE_____

SCHEDULE A
RULES FOR IDENTIFYING DEATH MATCHES

In comparing Company's records of its insured's, annuitants, Annuity Contract owners, and retained asset account owners against the DMF and any updates thereto, the governing principle to be followed shall be establishing whether or not a unique biological individual identified within the Company's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable. In comparing the Company's records of its insured's, annuitants, Annuity Contract owners, and retained asset account holders against the DMF, the Company shall utilize the following set forth below as the minimum standard for determining what constitutes a match.

Category 1: Exact Social Security Number Match occurs when the Social Security Number contained in the data found in the Company's records matches exactly to the Social Security Number contained in the DMF.

Category 2: Non-Social Security Number Match occurs in any of the following circumstances:

1. The Social Security Number contained in the data found in the Company's records matches in accordance with the Fuzzy Match Criteria listed below to the Social Security Number contained in the DMF, 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.

2. The Company's records do not include a Social Security Number or where the Social Security Number is incomplete (less than 7 digits) or otherwise invalid (e.g., 111111111, 999999999, 123456789), and there is a First Name, Last Name, and Date of Birth combination in the data produced by the Company that is a match against the data contained in the DMF where the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly, subject to paragraph 3 immediately below.

3. If there is more than one potentially matched individual returned as a result of the process described in paragraphs 1 and 2 immediately above, or if both the Social Security Number and Date of Birth found in the Company's Records match in accordance with the Fuzzy Match Criteria listed below, then the Company 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 in the Company's records for the insured, then a Category 2 Match will be considered to have been made only for individuals with a matching address.

4. If the Company's systems do 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 the Company's systems does not conflict with the birth data contained in the DMF, and the last name on the DMF and in the Company Records is an exact match. By way of example, if the Company's systems only contain a month and year of birth, an exact "Date of Birth" match will exist if the DMF record contains the same month and year of birth. Additionally, if the Company's systems only contain a year of birth or contain a complete date of birth that includes a month and day of 1/1 (e.g., January 1) followed by a year of birth, the Date of Birth will be deemed to match exactly where the year of birth in the data that is available on the Company's systems is within one (1) year of the year of birth listed in the DMF. By way of example, if the Company's systems contain 1/1/1934, an "exact" Date of Birth match will exist if the DMF record contains a year of birth of 1933, 1934 or 1935.

Fuzzy Match Criteria:

1. A First Name fuzzy match includes one or more of the following:

    a. "First Name" "Nick Names:" "JIM" and "JAMES." The Company shall utilize a Nickname database, such as the pd Nickname database from Peacock Data, Inc. or an equivalent database, 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. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" cannot be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT JOSEPH."

    c. Use of interchanged "First Name" and "Middle Name:". "ALBERT E GILBERT" and "EARL A GILBERT."

    d. Compound "First Name:" "SARAH JANE" and "SARAH," or "MARY ANN" and "MARY."

    e. 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. If First Name is provided together with Last Name in a "Full Name" format and "First Name" and "Last Name" cannot be reliably distinguished from one another: "ROBERT JOSEPH," Both "JOSEPH ROBERT" and "ROBERT."

e. Use of apostrophe or other punctuation characters in "Last Name:" "O`NEAL" and "ONEAL."

f. Data entry mistakes with a maximum difference of one (1) character for Last Name with at least eight (8) characters in length: "MACHIAVELLI" and "MACHIAVELI."

g. Last Name Cut-off: A match will be considered to have been made where due to the length of the Last Name, some of the last letters were not saved in the database. Examples include: "Brezzinnows" and "Brezzinnowski" and "Tohightower" and "Tohightowers."

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

a. Two (2) Social Security Numbers with a maximum of two (2) digits in difference, any number position: "123456789" and "123466781."

b. Two (2) consecutive numbers are transposed: "123456789" and "123457689"

c. If a Social Security Number is less than nine (9) digits in length (with a minimum of seven (7) digits) and is entirely embedded within the other Social Security Number: "12345678" and "012345678."

Other Matches and Mismatches

Notwithstanding the fact that a policy is listed as a match in accordance with the foregoing rules, there will not be a reportable match if the Company is able to produce competent evidence to establish that the unique biological individual identified in the Company's data is not the same as a unique biological individual identified on the DMF or such individual is not dead.

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION

SYMETRA

EXAMINATION RESOLUTION AGREEMENT

On behalf of _____, I, _____,
(Jurisdiction) (Chief Insurance Regulator)
hereby adopt, agree, and approve this Agreement.

BY: _____
(Signature)

JURISDICTION: _____

TITLE: _____

DATE: _____

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from the SYMETRA Companies.

CONTACT NAME: _____

MAILING ADDRESS: _____

_____

PAYMENT MADE TO: _____

_____

Please return this form to:

Raquel Cano, Assistant to the General Counsel
Legal Division Office
California Department of Insurance
45 Fremont Street, 23rd Floor
San Francisco, California 94105
Phone: 415-538-4372
Fax: 415-904-5889Email: Raquel.Cano@insurance.ca.gov