

REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement (“Agreement”) is entered into by and between the following insurance companies: Annuity Investors Life Insurance Company, Great American Life Insurance Company, and Manhattan National Life Insurance Company (collectively “Great American” or the “Company”); and the California Department of Insurance, Florida Office of Insurance Regulation, New Hampshire Insurance Department, North Dakota Insurance Department, Pennsylvania Insurance Department, and Ohio Department of Insurance as Lead States (collectively, the “Lead States”) in the multi-state targeted market conduct examination of the Company called on January 18, 2013 (the “Multi-State Examination”); and the insurance departments executing a Participating Regulator Adoption form set forth on Schedule B (the “Participating States”). The Company and Departments are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Departments have regulatory jurisdiction over the business of insurance transacted 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 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 and endowment policies, annuities, Retained Asset Accounts, and other funds are timely paid to Beneficiaries, or are timely reported and 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 Multi-State Examination and all claims the Departments have asserted or may assert with respect to the subject matter of the Multi-State Examination;

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;

WHEREAS, the Company represents that it has voluntarily initiated a program to run Insured information against the DMF that includes a good faith effort to locate Insureds and Beneficiaries; and

WHEREAS, the Company represents that it is willing to agree to certain voluntary additional policies and procedures at the request of the Departments.

NOW, THEREFORE, the Parties agree as follows:

1. **Defined Terms.** Solely for the purpose of this Agreement, 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 issued by the Company, 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 (“ERISA”) or (2) to fund an employment-based retirement plan or other employee-benefit plan, including any deferred compensation plans. **“Annuity Contract”** also means a fixed or variable annuity contract issued by the United Teacher Associates Insurance Company or the Continental General Insurance Company and administered by the Company, 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 (“ERISA”) or (2) to fund an employment-based retirement plan or other employee-benefit 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 death benefit Proceeds payable pursuant to a Policy, an Annuity Contract, or Retained Asset Account.
 - e. **“Date of Death”** means the date on which an Insured has died.
 - f. **“Date of Death Notice”** means the date the Company first has notice of the Date of Death of an Insured. For purposes of this Agreement and subject to Schedule A hereto, notice shall include, but is not limited to, information provided in the DMF or any other source or record maintained or located in Great American Records.
 - g. **“Death Master File”** or **“DMF”** means a version of the United States Social Security Administration’s Death Master File or any other database or service, including those of a third party vendor, that is at least as comprehensive as the United States Social Security Administration’s Death Master File for determining that a person has reportedly died. The Death Master File must include at least one full version of the file (the **“Complete DMF File”**) and should include all available update files (the **“DMF Update File”**).

- h. **“DMF Match”** means a match of an Insured contained in the Great American Records to a unique biological individual listed in the DMF under the criteria provided in the attached Schedule A.
- i. **“Dormancy Period”** means the three (3)-year, five (5)-year, or other period of time as defined by a jurisdiction’s Unclaimed Property Laws or regulations during which an Accountholder, Annuity Contract Owner, policy owner, or Beneficiary does not take action on their account, contract, policy, or Proceeds.
- j. **“Departments”** are collectively defined as the Lead States and the Participating States.
- k. **“Effective Date”** means the date this Agreement has been executed by the Company, each of the Lead States, and at least fourteen (14) Participating States.
- l. **“Exception”** means a fact situation described in subparagraphs i. – iii. below:
 - i. For death benefits under a Policy, Annuity Contract, or Retained Asset Account which serve to exclude the Proceeds from payment to a Beneficiary or escheatment to a Department as a result of a DMF Match: (a) the individual identified in the Date of Death Notice as the Insured is either alive or not the Insured; (b) the Policy, Annuity Contract or Retained Asset Account was not in force at the Date of Death; (c) there is no death benefit or Proceeds due and payable upon death due to, among other things: (i) the application of a contestability 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 death benefit under the applicable Uniform Transfer to Minors Act, or the minor’s legal guardian, custodian, or other representative of the minor is either unwilling or unable to comply with that jurisdiction’s laws necessary for the Company to process a payment and under the applicable jurisdiction’s laws, the Proceeds are therefore not escheatable; (e) if an Annuity Contract’s Beneficiary has re-registered or recorded the contract with the Company as a beneficial owner and any contractually permitted five-year period under Section 72(s)(1)(B) of the Internal Revenue Code (including the special rule for surviving spouse), if applicable, or any contractually permitted period under the five-year rule of Section 401(a)(9)(B) of the Internal Revenue Code; (including the special rule for a surviving spouse), if applicable, has not expired, or the benefits are being paid over the life of the Beneficiary under Section 72(s)(2) or 401(a)(9)(B) of the Internal Revenue Code; (f) the death indicated was the first of two Insureds or Annuity Contract Owners to die under a second-to-die Policy or an Annuity Contract; (g) the Dormancy Period has not expired; (h) claims received under non-Recordkeeper group life insurance or annuity contracts (including group life insurance or annuity certificates issued where the Company lacks and/or is unable to obtain sufficient 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); (i) the full value of any benefits due and payable upon death has in fact been remitted

to the Beneficiary (or the Beneficiary has elected annuitization, if available, or any other available payment option) or reported and remitted as Unclaimed Property to the affected jurisdiction(s); (j) 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 (i) the group customer for the benefit of the participants or (ii) the plan;

- ii. For Annuities that have reached their Maturity Date:
 1. There is no benefit due and payable on the Maturity Date (e.g., the Annuity had no annuitization value at the Maturity Date, the Annuity Contract was surrendered, the Maturity Date has been extended or there is no payment due at the Maturity Date);
 2. The Annuity Contract is in fact annuitized or is in the process of being annuitized in the form provided by the Annuity Contract or as elected by the Annuity Contract Owner.
 3. Documented contact has occurred with the Annuity Contract Owner within the Dormancy Period including, but not limited to:
 - a. administrative actions such as a request by the Annuity Contract Owner, Beneficiary, annuitant, or legal representative thereof, to change the designation of a Beneficiary, Annuity Contract Owner, or annuitant or a change of address or contact information; or
 - b. financial transactions such as a non-automated withdrawal (including, without limitation, election of a guaranteed minimum withdrawal or accumulation benefit(s) where available under a contract or rider, refusing rider fee change increases, commencing or altering a required minimum distribution pursuant to the Internal Revenue Code and/or existing systematic withdrawal program; additions to premium; non-automated request to transfer funds, or reallocate the value of the Annuity Contract among interest crediting strategies; or a non-automated request to renew or change a fixed interest guarantee period under the Annuity contract);
 4. The Annuity Contract Owner has taken action which is inconsistent with a desire to annuitize;
 5. Any Proceeds payable upon Maturity Date are the subject of pending litigation;
 6. 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); or
 7. The terms of the Annuity Contract provide for an immediate forced annuitization at the Maturity Date and the Annuity Contract has been annuitized or is in the process of being annuitized;

- iii. For Retained Asset Accounts:
 - 1. 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);
 - 2. The Retained Asset Account is the subject of pending litigation;
 - 3. The full value of the Retained Asset Account has in fact been remitted to the Accountholder or reported and remitted as Unclaimed Property to the affected jurisdiction(s); or
 - 4. The full value of the Retained Asset Account has in fact been remitted to the Beneficiary or reported as Unclaimed Property to the affected jurisdiction(s).
- m. **“Future Settlement Agreement”** means any agreement entered into by any other insurer and one or more of the Departments concerning the subject matter of this Agreement.
- n. **“Great American Records”** means Insured information maintained on Great American’s administrative systems or the administrative systems of any third-party retained by the Company concerning all of the Company’s in-force Policies, Annuity Contracts, and Retained Asset Accounts. Great American Records also include lapsed Policies for a period of eighteen (18) months following the lapse of the applicable Policy.
- o. **“Insurance Laws”** means the insurance laws, rules, and regulations in effect in the Departments’ respective jurisdictions, and any official guidance issued by one or more of the Departments or judicial decisions interpreting same.
- p. **“Insured”** means an individual identified in a Policy, Annuity Contract, or Retained Asset Account whose death obligates the Company to pay “Proceeds.”
- q. **“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, 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 with 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, or payments of guaranteed minimum withdrawal or accumulation benefit(s) where available under a contract or rider, unless such distributions, withdrawals or payments remain uncashed; and partial exchanges, transfers or rollovers of the Annuity Contract for another annuity contract or tax qualified account); a reallocation of funds to different subaccounts or interest

crediting strategies; the termination or surrender of the Annuity Contract, the payment of all death benefits due; or a payment of additional purchase payments.

- r. **"Policy"** means any individual life policy, endowment policy, group life insurance policy, or certificate of life insurance issued or assumed by the Company for which the Company performs Recordkeeping services and provides a death benefit. The term "Policy" shall not include: 1) any policy or certificate of life insurance that provides a death benefit under any federal employee benefit program, including without limitation the Servicemembers' Group Life Insurance ("SGLI") and Veterans' Group Life Insurance ("VGLI") Programs; 2) 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 functions; 3) any benefits payable under accidental death or health policies, riders, or certificates, including but not limited to disability and long term care arising from the reported death of an insured person under such coverages; or 4) any life insurance policies or certificates where the determination as to whether a benefit is payable is contingent on the cause and manner of death.
- s. **"Proceeds"** means the benefits payable under a Policy, Annuity Contract, or Retained Asset Account of the Company.
- t. **"Recordkeeping"** means the information contained in Great American 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 the Beneficiary's information, including without limitation, the Beneficiary's full name, address, date of birth, telephone number, and Social Security Number.
- u. **"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 a death benefit or cash surrender value, is accomplished by the Company or an entity acting on behalf of the Company establishing an account with check or draft writing privileges, where those proceeds are credited to the account, pursuant to a supplementary contract not involving annuity benefits.
- v. **"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 Date of Death Notice that indicates that the Insured has been reported as dead. A "Thorough Search" shall include any methodology believed likely to locate a Beneficiary and will be deemed completed the earlier of when (1) a Beneficiary has been located, or (2) the following steps, at a minimum, have been performed:
 - i. Once a Date of Death Notice has been received, the Company shall attempt to identify the Beneficiary or Beneficiaries and determine contact information for each Beneficiary by:
 - 1. searching Great American Records;

2. searching online search or locator tools, such as Lexis Nexis, Accurint, or other comparable databases; and
3. searching other sources which may include, without limitation, the following:
 - a. records of any agent/producer still appointed to the Company who is associated with the Policy;
 - b. the death certificate, and
 - c. funeral home records.

For the avoidance of doubt, the order in which the foregoing resources are listed does not require that the Company consult those resources in the same order. Once the Company secures reasonably current contact information through one of these resources, it is not obligated to continue searches in other resources.

- ii. Using the most current contact information found pursuant to (i) above, the Company shall attempt to contact each Beneficiary by making the following contact attempts to the extent that the applicable type of contact information has been obtained:
 1. At least two (2) attempts by mail; provided that, if such mail is returned as undeliverable, the Company will not be required to send any additional mailings to that address;
 2. At least two (2) attempts to contact each Beneficiary by telephone;
 3. At least one (1) attempt to contact each Beneficiary by electronic mail; and
 4. The Company shall utilize a nationally recognized database service to update addresses in order to check for a more current address to reach the Beneficiary and send a third and final letter to the Beneficiary at the address found by that database service via first class mail.
- iii. For the avoidance of doubt, the Company is not required to attempt to contact the Beneficiaries at the same mailing addresses, telephone numbers, or electronic mail addresses that it has already confirmed are not current. Furthermore, if the Company obtains multiple addresses for a beneficiary because the Beneficiary has a common name, it is only required to attempt to contact the Beneficiary at the most probable addresses, telephone numbers, or electronic mail addresses found.
- iv. 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* (\$100 or less), the Company may satisfy its obligations to conduct a Thorough Search by making at least one (1) attempt to contact each Beneficiary, Annuity Contract Owner, or Accountholder by mail at the address indicated in the Great American Records, or, if the Great American Records do not identify a Beneficiary and address, the Company must report and remit the Proceeds to the affected jurisdiction(s) in accordance with the Unclaimed Property Laws.

Notwithstanding the foregoing, 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 Proceeds in accordance the applicable jurisdiction's Unclaimed Property Laws.

- w. **"Unclaimed Property"** means property subject to state Unclaimed Property Laws.
- x. **"Unclaimed Property Audit Agreement"** means 1) any Agreement between Great American, Verus Financial, LLC, and the Unclaimed Property regulators or 2) the agreement, if any, between Great American and the Florida Department of Financial Services.
- y. **"Unclaimed Property Laws"** means the laws, rules, and regulations regulating Unclaimed Property in the Departments' respective jurisdictions that apply to insurance companies as holders of Unclaimed Property.

2. **Specific Business Practices and Reforms.** Great American will institute or continue the policies and procedures it has heretofore adopted, as the case may be:

- a. The Company will continue to compare, using the comparison criteria specified in Schedule A, all Insureds in its Great American Records against the DMF Update File every quarter and against the Complete DMF File at least annually, to identify DMF Matches for potential unclaimed death benefits. The Company shall have no responsibility for errors, omissions, or delays in information contained in the DMF or any update file.
- b. If the Company is not contacted by a Beneficiary within one hundred twenty (120) days from its receipt of the Date of Death Notice, the Company shall commence a Thorough Search, which shall be completed within one (1) year from the Date of Death Notice. If 1) the Beneficiary cannot be located by a Thorough Search and 2) the Company is unable to establish an Exception, the Company shall report and remit the Proceeds as Unclaimed Property to the affected jurisdiction(s) following the expiration of the Dormancy Period, as applicable under Unclaimed Property Laws, which shall run from the Date of Death; provided, however, that in the event that the Date of Death Notice either is less than a year before, or is after, the expiration of the Dormancy Period, then it is not a violation of this Agreement to report and remit the death benefit following the Thorough Search.
- c. 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 initiate its death claims process and conduct a Thorough Search for Beneficiaries in accordance with Section 2.b. 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 impose any requirements for DMF searches or any requirements for following up on DMF searches for any purpose other than

this Agreement, or to confer any rights on any person or entity other than the Company and the Departments.

- d. 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 applicable lines of business.
- e. In the event that the Company locates a 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 applicable 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 applicable 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.
- f. The Company shall modify any nonconforming policies and procedures for conducting a Thorough Search in a manner consistent with this Agreement. The obligation to conduct a Thorough Search under the terms of this Agreement shall not abrogate the obligation of the Company to complete any Unclaimed Property Law due diligence requirements within the timeframe required by any applicable law. The Company is required to implement the requisite policies and procedures as soon as possible and in coordination with any Unclaimed Property Audit Agreements, but in no event more than twelve (12) months from the Effective Date.
- g. 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 to locate the Insured or Beneficiary or a person otherwise entitled to payment of the claims Proceeds; provided, however, the Company shall not implement policies or practices that will or may diminish the rights of, or amounts of Proceeds due to, Beneficiaries under its Policies, Annuity Contracts, or Retained Asset Accounts.
- h. The Company shall conduct a Thorough Search for group life insurance policies where the Company is providing 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 or located.

- i. Within twelve (12) months after the Effective Date of this Agreement the Company shall revise its policies and procedures, if necessary, so that:
 - i. On an annual basis for all Contracts with a Maturity Date between July 1st and June 30th, for which the Company is unable to establish an Exception, commencing no later than forty-five (45) days prior to the Maturity Date a letter will be sent to the 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 Annuity Contract Owner (e.g., annuitization, extension of the Maturity Date, rider benefits, surrender of the Contract);
 - ii. The Company shall immediately commence a Thorough Search for the Annuity Contract Owner if the letter described in subparagraph i. is 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's books and records;
 - iv. The Annuity Contract will be annuitized no later than August 31st following the Maturity Date, if the Company has a valid address for the Annuity Contract Owner and no response is received to the letter described in subparagraph i. hereof;
 - v. If a periodic annuity payment for an Annuity Contract that has been annuitized under paragraph (iv) above is not deposited within twelve (12) months, the Proceeds shall be reported and remitted as Unclaimed Property to the affected jurisdiction(s) following the expiration of the Dormancy Period, which shall run from the date of annuitization payment in accordance with the applicable Unclaimed Property Laws.
 - vi. The provisions described in i. - v. above shall apply to Maturity Dates following the Effective Date of this Agreement, and shall take effect one (1) year from the Effective Date of the Agreement. The provisions described in (i)-(v) shall not apply to Annuity Contracts held within ERISA or other tax-qualified plans held in Individual Retirement Accounts.
- j. 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 a Retained Asset Account shall be the value of the account as of the date the property is paid from the Retained Asset Account to Accountholder. The Company is required to implement the procedures as soon as possible and in coordination with any Unclaimed

Property Audit Agreements, but in no event more than twelve (12) months from the Effective Date.

- k. Within twelve (12) months after the Effective Date of this Agreement, the Company shall establish policies and procedures to ensure that a Thorough Search for a Beneficiary of a Retained Asset Account or an Accountholder, as appropriate, shall commence no later than two (2) years (in the case of a three (3)-year dormancy period) or four (4) years (in the case of a five (5)-year dormancy period) after the later of (i) the date that the Accountholder last initiated a financial or administrative transaction or (ii) the date of the last Accountholder-authenticated response to the Company that is documented in the Great American Records. In the event that the Company is unable to locate a Beneficiary or Accountholder and is unable to establish an Exception within twelve (12) months 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) following the expiration of the Dormancy Period, as applicable under Unclaimed Property Laws, which shall run from the later of (i) the date that the Accountholder last initiated a financial or administrative transaction or (ii) the date of the last Accountholder-authenticated response to the Company that is documented in the Great American Records.
 - l. Within twelve (12) months after the Effective Date of this Agreement, the Company shall establish policies and procedures to ensure that prior to the issuance of a Policy or Annuity Contract or establishment of a Retained Asset Account, or 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 (i) the payment of all Proceeds to Beneficiaries upon the death of the Insured 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, Great American agrees to the following:
- a. For a period of thirty-six (36) 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. Upon reasonable request, copies of these reports shall be made available to a Department's designated examiner 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 an examination of the Company's compliance with the requirements of this Agreement. The Lead States shall provide a report summarizing the results of that examination to Company and the Departments. The examination shall be

performed with the verifiable actual cost of the examination to be borne by the Company in accordance with the Lead States respective laws.

- c. 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 after the Agreement ends. This submission shall be made to the Lead States within six (6) calendar months prior to the Termination Date.
- d. The Company may petition a Department to terminate or modify this Agreement in that jurisdiction. Such a 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 the 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. 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 the termination of this Agreement.
- e. In addition to the payments set forth in Section 5 below, the verifiable and actual reasonable costs and expenses of the Departments incurred after the date of this Agreement and 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.
- 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, data, documents, copies of work papers, and documents produced by, obtained by or disclosed by Company and to the information contained therein.

4. Company Covenants. Great American 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 Annuity 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. The Company shall not charge Beneficiaries for any fees or costs associated with a search or verification conducted pursuant to this Agreement.
- e. The Company shall comply with the Unclaimed Property Audit Agreement. Nothing in this Agreement shall abrogate the obligations of the Company under the Unclaimed Property Audit Agreement.

5. **Multi-State Examination Payment.** Without admitting any liability whatsoever, the Company agrees to pay the Departments the amount of \$400,000.00 (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. The Company agrees to make Payment within ten (10) days after the later of the Effective Date or the receipt of the allocation from the Lead States. Upon receipt of the Payment, as allocated by each of the Departments, the Company's financial obligations incurred by the Departments arising from the Multi-State Examination will be fully satisfied, except as set forth above in Section 3. The payment shall be in addition to the Company's obligation to pay the New Hampshire Insurance Department's consultant and Verus for reasonable examination related expenses incurred on or before the Effective Date of this Agreement in connection with the Lead States' roles in the Multi-State Examination.

6. **Miscellaneous.**

- a. The matters addressed within this Agreement shall remain within the sole and exclusive jurisdiction of the Departments.
- b. 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.
- c. 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.
- d. This Agreement does not impair, restrict, suspend, or disqualify Great American 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 Great American; provided, however, that all matters set forth in this Agreement shall remain with the sole and exclusive jurisdiction of the Departments.

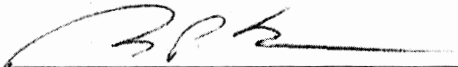
- e. This Agreement contains the entire agreement between the Parties regarding the Company's claims settlement practices, procedures, and policy administration relating to the matching of Insureds against the DMF or any similar database; and that there are no other understandings or agreements, verbal 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.
- f. This Agreement represents a compromise of disputed matters between the Parties. Neither this Agreement, nor any of the communications or negotiations leading up to this Agreement, nor any action taken or document 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.
- g. 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 or could have alleged by reason of any matter, cause, or thing whatsoever, regarding or relating to the subject matter of the Multi-State Examination.
- h. Nothing in this Agreement shall preclude the Lead States from conducting a subsequent multi-state examination to assess the Company's compliance with this Agreement. In addition to the payments set forth in Section 3, the cost of such an examination shall be borne by the Company in accordance with the Lead States' respective Insurance Laws.
- i. 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.
- j. 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.

- k. 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, however, that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.
 - l. 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.
 - m. Nothing in this Agreement shall be construed as an admission of any Party's position as to the preemptive effect of ERISA, as periodically amended, or the law of the jurisdiction as applied to employment based plans.
 - n. This Agreement does not abrogate obligations undertaken by the Company under any agreement with unclaimed property officials.
 - o. This Agreement may be executed in counterparts. A true and correct copy of the Agreement shall be enforceable the same as the original.
 - p. All legal notices and demands to the Company under this Agreement shall be in writing and addressed to:
 - Great American Life Insurance Company
 - Attn: General Counsel
 - 301 E. Fourth Street
 - Cincinnati, Ohio 45202-4201
7. **Enforcement.** The failure to comply with any provision of this Agreement shall constitute a breach of the Agreement, a violation of Great American's Agreement with the Departments, and a violation of an Order of each Department; and shall subject Great American to such administrative and enforcement actions and penalties as each Department deems appropriate, consistent with the Departments' respective laws.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

In Witnesses Whereof, the parties to this Agreement have each caused their signatures to be set forth below on the date first set forth below.

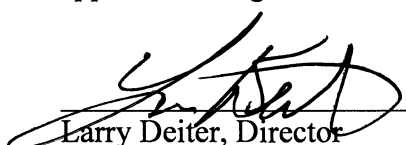
Annuity Investors Life Insurance Company, Great American Life Insurance Company,
and Manhattan National Life Insurance Company

By:  _____
Brian P. Sponaugle
Vice President

Dated: June 30, 2016 _____

SCHEDULE B
PARTICIPATING REGULATOR ADOPTION
GREAT AMERICAN
EXAMINATION RESOLUTION AGREEMENT

On behalf of the State of South Dakota, I, Larry Deiter hereby adopt, agree, and approve this Agreement.



Larry Deiter, Director
South Dakota Division of Insurance

9/14/2016

Date

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from Standard Insurance Company:

Benjamin Eirikson
South Dakota Division of Insurance
124 S Euclid Ave, 2nd Floor
Pierre, SD 57501

Payments should be made payable to "South Dakota Division of Insurance"

Please return this form to:

Karen Embry
Florida Office of Insurance Regulation
200 East Gaines Street
Suite 647C
Tallahassee, FL 32399-4206
850.413.5002
850.922.2543 (FAX)
Karen.Embry@flor.com