REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement (**"Agreement"**) is entered into by and between Minnesota Life Insurance Company, Securian Life Insurance Company, American Modern Life Insurance Company and Southern Pioneer Life Insurance Company and each of their predecessors, successors, assigns, and subsidiaries (collectively referred to herein as the **"Company"**); the North Dakota Insurance Department, the California Department of Insurance, Florida Office of Insurance Regulation, New Hampshire Insurance Department, and Pennsylvania Insurance Department as Lead States **("Lead States")** in the multistate targeted market conduct examination of the Company; 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** collectively referred to herein as the **"Departments"**) (the **"Departments"** and **"Company"** 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 on the information gathered to date the Departments desire to ensure that life insurance and endowment 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 has cooperated with the Departments 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 in a manner they believed to be in the best interest of the Company's policyholders, Accountholders or Annuity Contract Owners;

WHEREAS, the Company represents that it voluntarily implemented procedures to perform regular scans against the DMF in January 2012 and is currently running quarterly DMF checks against its Company Records in order to make a good faith effort to locate Insureds and Beneficiaries;

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 differences between the Parties hereto as to the interpretation and enforcement of Insurance Laws; the Company and the Departments desire to resolve the Multi-State Examination; and any claims that the Departments have asserted or may assert with respect to the Company's claim settlement practices:

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 or assumed by 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, 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 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 previously compared against the DMF for the eighteen (18) months following the lapse of the applicable Policy.

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

g. **"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, notice shall include, but not be limited to, information provided in the DMF, or any other source or record maintained or located in the Company Records.

h. **"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 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. **"Death Master File Match" or "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. **"Dormancy Period"** means the three (3) or five (5) year period or other period of time during which an Accountholder, Annuity Contract Owner, Policy owner, or Beneficiary, does not take action on their account, contract, policy, or Proceeds as defined by a jurisdiction's Unclaimed Property laws or regulations.

k. **"Effective Date"** means the date this Agreement has been executed by the Company, and the Departments of at least twenty (20) Participating States.

l. **"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 DMF Match:

   i. For death benefits under a Policy, Annuity Contract and Retained Asset Account: (a) the individual identified in the Date of Death Notice as the

Insured is either alive or not the Insured; (b) the Policy was not in force at the Date of Death; (c) there is no death benefit due and payable upon death due to, among other things: (1) the application of a contestability period provision, (2) the existence of an exclusionary event, or (3) 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 the 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 the 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 joint annuity; (g) the Dormancy Period has not expired; (h) claims received under non-Recordkeeping 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 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 (1) the group policyholder or to another insurer as instructed by the group policyholder, or (2) the plan; (k) private placement variable universal life products and private placement variable annuities where the Company is only in contact with the Policy owner or Annuity Contract Owner and not an Insured or Beneficiary;

ii. For Annuities that have reached their Maturity Date: (a) 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); (b) documented contact has occurred with the Annuity Contract Owner or the owner's legally authorized representative within the Dormancy Period regarding the Annuity Contract including but not limited to: (1) administrative actions such as a request by the Annuity Contract Owner, Beneficiary, annuitant, or legal representative thereof, a request to change the designation of a Beneficiary, Annuity Contract Owner or annuitant, or a change of address or contract information, or (2) financial transactions including, without limitation non-automated withdrawal; election of a guaranteed minimum withdrawal or accumulation benefit(s); refusing rider fee charge increases; commencing or altering a required minimum distribution pursuant to the Internal Revenue Code and/or exercising any premature withdrawal privileges; additions to premium; a non-automated request to transfer funds or 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 or the owner's legally authorized representative has taken action with respect to the Annuity Contract which is inconsistent with a desire to annuitize; (d) 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; (e) any Proceeds payable upon the Maturity Date are the subject of a pending legal action (e.g., litigation, court order, lien, divorce settlement or child support order); and/or (f) 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

iii. For Retained Asset Accounts: (a) the Accountholder has taken affirmative action in respect to the Retained Asset Account that is inconsistent with abandonment (e.g., automatic financial or administrative transactions, including automated deposits or withdrawals prearranged by the Account holder, 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); (b) the Retained Asset Account is the subject of pending litigation and/or (c) the full value of the Retained Asset Account has in fact been remitted to the Accountholder or Beneficiary or reported and remitted as Unclaimed Property to the affected jurisdiction(s).

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

n. **"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.

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

p. **"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 authorized representative, or the Annuity Contract Owner or the owner's legally authorized representative 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), unless such distributions, withdrawals or payments 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, funds transfers, Beneficiary changes or payment of additional purchase payments.

q. **"Policy"** means any individual life insurance 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 that provides a death benefit. 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 functions; 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.

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

s. **"Recordkeeping"** means the information contained in the Company's records necessary to process a claim, including without limitation, 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.

t. **"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.

u. **"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 or as that term is used for other locating purposes throughout this Agreement that indicates that the Insured has been reported as dead:

i. Once a Date of Death Notice has been received, the Company shall attempt to identify the Beneficiaries and determine contact information for each Beneficiary by:

a. Searching all Company Records;

b. Searching online using search and locator tools, such as Lexis Nexis, Accurint or other comparable databases;

c. Searching other sources which may include, without limitation, the following:

(i) Records of any agent/producer still appointed to the Company who is associated with the Policy;

(ii) The death certificates; and

(iii) Funeral home records.

The order in which the foregoing resources are listed does not require the Company consult the resources in any particular order. Once the Company secures reasonably current contact information through one of

the resources, it is not obligated to continue searches in other resources.

ii. Using the most current contact information pursuant to the above, the Company shall attempt to contact Beneficiaries by making:

a. 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;

b. At least two (2) attempts to contact the Beneficiary by telephone (if available);

c. An attempt to contact the Beneficiary by email (if available); and

d. The Company shall utilize a nationally recognized database service to update addresses 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 the database service by first class mail.

The Company is not required to attempt to contact the Beneficiaries at the same mailing addresses, telephone numbers, or email 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 email addresses found.

iii. The Company shall maintain documentation of all of 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 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, the Company shall report and remit the policy proceeds in accordance with the applicable jurisdiction's Unclaimed Property Laws.

v. **"Unclaimed Property"** means property subject to State Unclaimed Property Laws.

w. **"Unclaimed Property Audit Agreements"** means (i) the Global Resolution Agreements between the Company, the Unclaimed Property regulators and Verus Financial LLC, Xerox State and Local Solutions, Inc. d/b/a Xerox Unclaimed Property Clearinghouse or Kelmar Associates, LLC, and (ii) the agreement between the Company and the Florida Department of Financial Services.

x. **"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 will continue to compare all Insureds in its Company Records against the complete DMF. The Company shall compare all Insureds in its Company Records against any updates to the DMF at least quarterly. The Company shall have no responsibility for errors, omissions or delays in information contained in the DMF or any update files. In the event that the Company uses different comparison criteria than those specified in Schedule A, the Company may be subject to sanctions to the extent that it obtains five percent (5%) fewer valid matches than would otherwise have been obtained using Schedule A criteria.

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 (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) in accordance with applicable Unclaimed Property Laws.

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 lines 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.

e. 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 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 or properly designated 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 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 right of the Company to complete any due diligence within the timeframe required by any applicable law. The Company is required to implement the procedures as soon as possible and in coordination with the Unclaimed Property Audit Agreements, but in no event more than twelve (12) months from the Effective Date, unless otherwise explicitly provided for in this Agreement.

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 the terms of 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 engaged in Recordkeeping, 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.

i. Within twelve (12) months after the Effective Date of this Agreement, the Company shall revise its policies and procedures so 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 Annuity Contract Owner of the upcoming Maturity Date, stating that the Annuity Contract will be annuitized following the Maturity Date if no response is received, and identifying the options

available to the Beneficiary (e.g., annuitizations, extension of the Maturity Date, surrender of the Annuity 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 legal or properly designated representative will 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 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) above;

v. If a Thorough Search for the Annuity Contract Owner is unsuccessful, or if none of the annuity payments for an Annuity Contract that has been annuitized under paragraph (iv) above are deposited, the Proceeds will be reported and remitted as Unclaimed Property to the affected jurisdiction(s) in accordance with Unclaimed Property Laws.

vi. The provisions described in (i)-(v) above will apply to Maturity Dates following the Effective Date of this Agreement, and will take effect one year from the Effective Date of the Agreement. The provisions described in (i)-(v) will not apply to Annuity Contracts held within ERISA or other tax-qualified plans, Individual Retirement Annuities, or Annuity Contracts 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 legal or properly designated 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 the Unclaimed Property Audit Agreements, but in no event more than twelve (12) months from the Effective Date.

k. A Thorough Search for a Beneficiary of a Retained Asset Account or an Accountholder, as appropriate, shall commence following the Dormancy Period 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) in accordance with applicable Unclaimed Property Laws.

l. Within eighteen (18) 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 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, the Company 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. 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 report summarizing the results of that examination to Company and Departments. The examination shall be performed with the verifiable actual cost of the examination to be borne by Company in accordance with the Lead States' respective laws.

c. The Company may petition a Department to terminate or modify this Agreement in that 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; or (ii) that a Future Settlement Agreement with a company possessing substantial market share is more favorable than this Agreement. A Department will 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.

d. In addition to the payments set forth in Paragraph 5, the verifiable and actual reasonable costs and expenses of the Departments related to the monitoring of the Company's compliance with the Agreement, including the verifiable and actual 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 Company for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Departments pursuant to each of their respective jurisdiction's laws. 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.

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 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 $625,000 (the "**Payment**") for the examination, compliance and monitoring costs incurred by the Departments associated with the Multi-State Examination; provided, that in no event shall this payment be considered an admission of liability or wrongdoing. 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 October 4, 2016. 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. 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 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' 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 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 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.

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

f. 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; 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.

g. 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.

h. 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 laws of any jurisdiction as applied to employment based plans.

i. 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.

j. 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.

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

l. This Agreement may be executed in counterparts. A true and correct copy 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:

Minnesota Life Insurance Company
Securian Life Insurance Company
American Modern Life Insurance Company
Southern Pioneer Life Insurance Company
400 Robert Street North
St. Paul, MN 55101
Attn: General Counsel

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 the Company's Agreement with the Departments, and shall subject the 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. If not inconsistent with individual state laws, prior to initiating such action, the Department shall provide the Company with notice and an opportunity to correct any such breach or violation. If the Company fails to do so within 60 days following receipt of the notice, the Department may initiate such actions as it deems appropriate, consistent with the individual state's laws.

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

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

MINNESOTA LIFE INSURANCE COMPANY
SECURIAN LIFE INSURANCE COMPANY

By: _____
Senior Vice President, General Counsel and Secretary

Dated: July 26, 2016

AMERICAN MODERN LIFE INSURANCE COMPANY
SOUTHERN PIONEER LIFE INSURANCE COMPANY

By: _____
President and CEO

Dated: July 26, 2016

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE: _____

NORTH DAKOTA INSURANCE DEPARTMENT

BY: _____
ADAM HAMM, COMMISSIONER

DATE: _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY: Dave Jones
DAVE JONES, COMMISSIONER

DATE: 7/26/16

PENNSYLVANIA INSURANCE DEPARTMENT

BY: _____
TERESA MILLER, COMMISSIONER

DATE: _____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY: _____
ROGER A. SEVIGNY, COMMISSIONER

DATE: _____

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE: _____

NORTH DAKOTA INSURANCE DEPARTMENT

BY: _____
ADAM HAMM, COMMISSIONER

DATE: _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
DAVE JONES, COMMISSIONER

DATE: _____

PENNSYLVANIA INSURANCE DEPARTMENT

BY: _____
TERESA MILLER, COMMISSIONER

DATE: _____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY: _____
ROGER A. SEVIGNY, COMMISSIONER

DATE: 7-26-16

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE: _____

NORTH DAKOTA INSURANCE DEPARTMENT

BY: _____
ADAM HAMM, COMMISSIONER

DATE: 7-27-16

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
DAVE JONES, COMMISSIONER

DATE: _____

PENNSYLVANIA INSURANCE DEPARTMENT

BY: _____
TERESA MILLER, COMMISSIONER

DATE: _____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY: _____
ROGER A. SEVIGNY, COMMISSIONER

DATE: _____

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY: David Altmaier
DAVID ALTMAIER, COMMISSIONER

DATE: 7/27/2016

NORTH DAKOTA INSURANCE DEPARTMENT

BY: _____
ADAM HAMM, COMMISSIONER

DATE: _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
DAVE JONES, COMMISSIONER

DATE: _____

PENNSYLVANIA INSURANCE DEPARTMENT

BY: _____
TERESA MILLER, COMMISSIONER

DATE: _____

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY: _____
ROGER A. SEVIGNY, COMMISSIONER

DATE: _____

Lead States Signature Page

FLORIDA OFFICE OF INSURANCE REGULATION

BY: _____
DAVID ALTMAIER, COMMISSIONER

DATE: _____

NORTH DAKOTA INSURANCE DEPARTMENT

BY: _____
ADAM HAMM, COMMISSIONER

DATE: _____

CALIFORNIA DEPARTMENT OF INSURANCE

BY: _____
DAVE JONES, COMMISSIONER

DATE: _____

PENNSYLVANIA INSURANCE DEPARTMENT

BY: _____
TERESA MILLER, COMMISSIONER

DATE: 8/3/16

NEW HAMPSHIRE INSURANCE DEPARTMENT

BY: _____
ROGER A. SEVIGNY, COMMISSIONER

DATE: _____

SCHEDULE A

RULES FOR IDENTIFYING DEATH MATCHES

In comparing Company Records 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 Company Records against the DMF, the Company shall use the methodology below (or any other mutually agreeable algorithm) as the minimum standard for determining what constitutes a match. The Company shall use the same match rules for Annuity Contracts, Policies and Retained Asset Accounts.

Category 1: "Exact Social Security Number Match" occurs when the Social Security Number contained in the data found in the Company 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 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 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., 11111111, 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 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 Records match in accordance with the Fuzzy Match Criteria 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 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 data contained in the DMF. 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.

Fuzzy Match Criteria:

1. "First Name" fuzzy match includes one or more of the following:
   a. "First Name" "Nick Names:" "JIM" and "JAMES." The Company shall use 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. "Initial" instead of full first name: "J FOX" and "JAMES FOX."
   c. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."
   d. Data entry mistakes with a maximum difference of one character for a First Name with at least five characters in length: "HARRIETTA" and "HARRIETA."
   e. 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."

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

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

h. Use of "MRS." + "HUSBAND'S First Name + Last Name:" "MRS. DAVID KOOPER" and "BERTHA KOOPER" where the "Date of Birth" and "Social Security Number" match exactly and the Last Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

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

a. "Anglicized" forms of last names: "MACDONALD" and "MCDONALD."

b. Compound last name: "SMITH" and "SMITH-JONES."

c. Blank spaces in last name: "VON HAUSEN" and "VONHAUSEN."

d. "Metaphone" (a recognized and accepted phonetic name matching algorithm created by Lawrence Philips and originally published in 1990): "GONZALEZ" and "GONZALES."

e. 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."

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

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

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

i. Married Female "Last Name" Variations: A fuzzy "Last Name" match will be considered to have been made even though the data does not match on the Last Name of a female, if the "Date of Birth" and "Social Security Number" match exactly and the First Name matches exactly or in accordance with the Fuzzy Match Criteria listed herein.

3. "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

Minnesota Life Insurance Company – Securian Life Insurance Company – American Modern Life Insurance Company – Southern Pioneer Life Insurance Company

REGULATORY SETTLEMENT AGREEMENT

On behalf of Connecticut, I, Katharine L. Wade, hereby adopt, agree and approve
(Jurisdiction) (Chief Insurance Regulator)
this Agreement.

BY: Katharine L. Wade
(Signature)

STATE: Connecticut

TITLE: Commissioner

DATE: 19 August 2016

Please provide the following information as to how your jurisdiction's allocation of the Multi-State Examination Payment should be sent from Minnesota Life Insurance Company, Securian Life Insurance Company, American Modern Life Insurance Company and Southern Pioneer Life Insurance Company.

CONTACT NAME: Kurt Swan
MAILING ADDRESS: Connecticut Insurance Department
Market Conduct Division
Mailing Address: P.O. Box 816
Hartford, CT 06142-0816

Office Address: 153 Market Street, 7th Floor
(Overnight Mail Only) Hartford, CT 06103

PAYMENT MADE TO: Treasurer, State of Connecticut

Please return this form to:
Nancy Brady
North Dakota Insurance Department
600 East Boulevard Avenue
Bismarck, ND 58505-0320
Phone: 701-328-2440
Fax: 701-328-4880
Email: nbrady@nd.gov