REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("Agreement") is entered into by and between those state insurance departments whose signatures are shown on the signature page of this Agreement (collectively referred to herein as either the "Departments" or the "Signatory States"), and AGC Life Insurance Company, American General Assurance Company, American General Life Insurance Company of Delaware, American General Life and Accident Insurance Company, American General Life Insurance Company, SunAmerica Annuity and Life Assurance Company, SunAmerica Life Insurance Company, The United States Life Insurance Company in the City of New York (USL) (including the company formerly known as First SunAmerica Life Insurance Company, which was merged into USL effective 12/31/2011), The Variable Annuity Life Insurance Company, and Western National Life Insurance Company (collectively referred to herein as "AIG" or "the Company") (the Departments and the Company are collectively referred to herein as the "Parties").

RECITALS

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

WHEREAS, the Departments, in each of their respective capacities, have undertaken a joint market conduct examination of the Company's settlement practices, procedures and policy administration relating to claims, including the Company's efforts to identify the owners and beneficiaries of unclaimed Proceeds (the "Multi-State Examination");

WHEREAS, as part of the Multi-State Examination, the Departments have reviewed numerous documents and information obtained during the course of the Multi-State Examination;

WHEREAS, 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 out to Beneficiaries, and are timely reported or remitted in accordance with the Unclaimed Property Laws and the Insurance Laws;

WHEREAS, the Company has fully 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 has established policies and procedures to ensure payment of valid claims to Beneficiaries or, in the event that the Company's search identifies no living Beneficiary or cannot locate any living Beneficiary, to report and remit unclaimed

Proceeds to the appropriate states in accordance with state unclaimed property laws;

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

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

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

WHEREAS, the Company denies any wrongdoing or any violation of the Unclaimed Property Laws or the Insurance Laws of any of the Signatory States or any other applicable law, 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 among the Parties hereto, the Company and the Signatory States desire to resolve differences between the Parties as to the interpretation and enforcement of the Insurance Laws and the Unclaimed Property Laws and all claims that the Departments have asserted or may assert with respect to the Company's claim settlement practices based on the use, or lack of the use, of the DMF or any other source or record maintained by or located in the Company's records regarding the death of an Insured, Accountholder, Annuity Contract Owner, or annuitant;

NOW, THEREFORE, the Parties agree as follows:

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

    a. "**Annuity Contract**" means a fixed or variable annuity contract, other than a fixed or variable annuity contract issued (1) in connection with an employment-based plan subject to the Employee Retirement Income Security Act of 1974 or (2) to fund an employment-based retirement plan, including any deferred compensation plans. Annuity Contract shall not include Private Placement Variable Annuity products.

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

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

d. "**Beneficiary**" or "**Beneficiaries**" means the party or parties entitled or contingently entitled to receive the death benefit proceeds from a "Life Insurance Policy" (hereafter defined), an Annuity Contract, or the proceeds of a "Retained Asset Account" (hereinafter defined).

e. "**Company's Records**" means Insured, Accountholder, Annuity Contract Owner, and Beneficiary information maintained on 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 or annuity customer or some other third party retained by the group customer.

f. "**Date of Death**" means the date on which an Insured, Accountholder, Annuity Contract Owner, or annuitant whose life triggers the payment of a death benefit is identified by the DMF or any other source or record maintained or located in the Company's Records has died.

g. "**Date of Death Notice**" means the date the Company first has notice of the Date of Death of an Insured, Accountholder, Annuity Contract Holder, or annuitant. For purposes of this Agreement and subject to Schedule B hereto, notice shall include, but not be limited to information provided in the DMF or an equivalent database containing the same information as the DMF, or any other source or record indicating a confirmed death maintained or located in the Company's Records.

h. "**Effective Date**" means the date this Agreement has been executed by the Company, each of the Departments of Insurance of California, Florida, Illinois, Pennsylvania, New Hampshire, North Dakota, and Texas (the "Lead States") and the Departments of at least thirteen (13) additional states.

i. "**Insurance Laws**" means the Insurance Laws, Rules and Regulations in effect in each of the Signatory States.

j. "**Insured**" means an individual identified as the insured under a Life Insurance Policy.

k. "**Life Insurance Policy**" means any individual life policy or endowment policy or group policy or certificate of life insurance that is administered on the Company's administrative systems for which the Company performs Recordkeeping services and that 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 Service members Group Life Insurance and Veterans Group Life Insurance Programs; 2) 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; 3) those life insurance policies or certificates for which the applicable contestability period or suicide exclusion period has not expired at the time of the insured's death; 4) group or corporate owned life insurance policies, or certificates issued thereunder, where the Company does not perform Recordkeeping functions; or 5) Group marketed Corporate, Bank, and Institutional Owned policies; or 6) Private Placement Variable Universal Life products; or 7) any benefits payable under health coverages such as disability and long term care arising from the reported death of an insured person under such coverages. 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, on state laws as applied to employment based base plans.

l. "**Maturity Age**" or "**Endowment Age**" means the later of the limiting age or age of endowment set forth in the terms of the Life Insurance Policy. If the Life Insurance Policy does not specify an age of maturity or age of endowment, Maturity Age shall mean the limiting age under the Life Insurance Policy. The limiting age of the Life Insurance Policy is the terminal age of the mortality table specified in the policy for calculating reserves and/or non-forfeiture values, or, if the policy does not reference a mortality table for policy reserves and/or non-forfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.

m. "**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 as a result of contact with the Annuity Contract Owner or in accordance with the terms of the Annuity Contract, 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, apa rtial withdrawal of contract value (including required minimum distributions or systematic withdrawals, unless such distributions or withdrawals remain uncashed, and partial exchanges of the Annuity Contract for another annuity contract), termination or surrender of the Annuity Contract, payment of all death benefits due, or payment of additional purchase payments if permitted under the terms of the Annuity Contract.

n. "**Missing Data Life Policies**" means all individual in-force life insurance policies in any paid up status for which the Company does not have in electronic form a Social Security Number and a complete, non-calculated date of birth for the insureds under the policies and the insureds have reached the attained age of eighty (80) years as computed from the year of issue and age at issue in the administrative system of the Company provided that this occurs within one year of the effective date of the Unclaimed Property Audit Agreement, and excluding

policies that are in extended term status.

o. "**Policyholder**" means the owner of a Life Insurance Policy.

p. "**Exception**" means an event described in subparagraphs i. – ii. below:

i. for death benefits under Life Insurance Policies, Annuity Contracts and Retained Asset Accounts: (a) the individual identified in the Date of Death Notice as the Insured, Accountholder, or Annuity Contract Owner is not dead or not the Insured, Accountholder, or Annuity Contract Owner; (b) the Policy was not in force at the Date of Death; (c) there is no death benefit due and payable upon death; (d) the beneficiary is a minor and unable to accept payment of the death benefit under the applicable Uniform Transfer To Minors Act (e) the death benefit under an Annuity Contract is within the five (5) year deferral period under the Internal Revenue Code, and the Beneficiary has indicated an intent to defer; (f) the death indicated was the first of two Insureds or Annuity Contract Owners to die under a second-to-die policy; (g) a benefit is not payable due to the application of a relevant contestability period or suicide exclusion period; (h) the Dormancy Period has not expired; (i) for claims received under non-Recordkeeper group life insurance contracts or group 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); (j) the life insurance policy, Annuity Contract or Retained Asset Account is the subject of pending litigation; and/or (k) 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 state(s).

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), and/or (b) the full value of any benefits due and payable upon the Maturity Date has in fact been remitted to the Beneficiary or reported and remitted as Unclaimed Property to the affected state(s);

iii. for Retained Asset Accounts: (a) the Accountholder has taken affirmative action with respect to the Retained Asset Account that is inconsistent with abandonment (automatic financial or administrative transactions, other than automated

deposits or withdrawals prearranged by the account owner, and/or the non-receipt by the Company of returned mail shall not constitute "affirmative action" for this purpose, except to the extent where the affected state specifically recognizes that such activity is sufficient to prevent property from being presumed abandoned); or (b) the full value of the Retained Asset Account has in fact been remitted to the Beneficiary or reported and remitted as Unclaimed Property to the affected state(s).

q. "**Recordkeeping**" means information contained in Company's Records necessary to process a claim for a Life Insurance Policy, group certificate, and Annuity Contract, including as applicable and without limitation, full name, address, telephone number, date of birth, Social Security Number, coverage eligibility, premium payment status, and Beneficiary information including without limitation Beneficiary's name, address, telephone number, Social Security Number and date of birth.

r. "**Retained Asset Account**" means an account maintained by the Company, or administered by a third party, and provided as a settlement option under Life Insurance Policies and Annuity Contracts.

s. "**Thorough Search**" means the minimum Company efforts to locate and contact the Beneficiaries of a Life Insurance Policy, Retained Asset Account, or Annuity Contract after receiving a Date of Death Notice that indicates that the Company's Insured, Accountholder, Annuity Contract Owner (for products where death of such Annuity Contract owner would trigger a death benefit) or annuitant has been reported to be dead. The Company may utilize any methodology to locate a Beneficiary that can be demonstrated by the Company to provide equivalent or better results than the Thorough Search.

A Thorough Search 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. The Company has used its best efforts to identify the Beneficiary and determine a current address for the Beneficiary or another contact from the Company's Records, including but not limited to internal databases (if current address of the Beneficiary is not available, the last known address of the Insured or Annuity Contract Owner can be used);

ii. The Company has made three (3) attempts to contact the Beneficiary in writing at the address contained in Company's Records or at the address determined in (i) above; provided that, if such writing is returned as undeliverable, the Company will not be required to send any additional mailings to that

address and will within thirty (30) days update the address using online search or locator tools, including but not limited to the DMF Update File, Lexis Nexis, Accurint or other comparable databases; the Company will not be required to search for more than one (1) alternative address to locate a Beneficiary, provided that Company uses any alternative address discovered during a search to attempt to locate the beneficiary.

iii. In the event that no response isr eceived to any of the writings specified in (ii.) above, or a writing is returned as undeliverable and no updated address can be located, the Company will attempt to contact the Beneficiary by telephone number if his/her number is contained in Company's Records, if any, provided that each attempted contact shall be logged;

iv. In the event that no response has been received to the attempted contacts described above, the Company shall attempt to contact the Beneficiary at his or her most current e-mail address contained in the Company's Records, if any.

If the value of a Life Insurance Policy, Annuity Contract, or Retained Asset Account is *de minimis* (defined as $100.00 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 Beneficiary address indicated in the Company's Records (if current address of the Beneficiary is not available, the last known address of the Insured or Annuity Contract Owner can be used), or, if the Company's Records do not contain an Insured/Owner/Beneficiary address, the Company may report and remit the funds to the affected state(s) as Unclaimed Property pursuant to applicable Unclaimed Property Laws.

t. **"Unclaimed Property"** means property subject to the Unclaimed Property Laws.

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

v. **"Unclaimed Property Laws"** means the Laws, Rules and Regulations regulating unclaimed property in each of the Signatory States.

2. **Business Reforms.** The Company agrees that within sixty (60) days from the Effective Date of this Agreement, the Company shall adopt the following policies and procedures:

   a. Perform comparisons, either directly or indirectly, of all of its in-force and lapsed Insureds, Accountholders, Annuity Contract Owners (for products with a Death Benefit payable upon death of such Annuity Contract Owner), and annuitants, for which the Company provides Recordkeeping services, against the DMF, or an equivalent database containing the same information as the DMF, on at least a monthly basis in accordance with the transition period set forth in Schedule B. The Company shall use the comparison criteria specified in Schedule A or other criteria as approved by the regulator. In the event that the Company uses different comparison criteria than those specified in Schedule A or otherwise approved by the regulator, 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 or the approved criteria.

   b. Subject to Schedule B, if the Company is not contacted by a Beneficiary within one hundred twenty (120) days of the Date of Death Notice, the Company shall promptly commence a Thorough Search, which shall be completed within one (1) year from the Date of Death Notice. At the conclusion of that one (1) year period, if (i) the Beneficiary cannot be located by a Thorough Search and (ii) the Company isunabl e to establish an Exception, it shall report and remit the death benefit proceeds as Unclaimed Property to the affected state(s) in accordance with the applicable Unclaimed Property Laws. The Company shall advise the Unclaimed Property agency that it in good faith has reason to believe that the death benefit proceeds will be reportable in the future as unclaimed property, shall show the agency the Company's efforts to locate the owner, and shall show that it has complied with the appropriate Unclaimed Property Laws necessary to report and remit the death benefit proceeds. If the Unclaimed Property agency fails to assume the liability of the death benefit proceeds and release the Company of all liability to the extent provided by the appropriate Unclaimed Property Laws, the Company shall no longer be required to remit the death benefit proceeds under this section and instead shall remit the death benefit proceeds to the affected State(s) within three (3) or five (5) years from Date of Death as appropriate.

   c. For the sole purpose of this Agreement, the Company, within the time period in Schedule B, shall implement policies and procedures establishing a DMF listing as *prima facie* proof of death and requiring 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 determine the requirements for establishing proof of

death for any other purpose, or to confer any rights on any party other than the Company and the Signatory States.

d. Utilize the DMF or equivalent database on all of its Life Insurance Policy, Annuity Contract, and Retained Asset Account product lines using the comparison methodologies set forth in Section 2(a) of this Agreement.

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

f. Establish policies and procedures to ensure that:

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

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

iii. an affirmative request by an Annuity Contract Owner, in accordance with the terms of the Contract, 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. hereof;

v. if a Thorough Search for the Annuity Contract Owner is unsuccessful, or if annuity payments for a contract that has been annuitized under paragraph (iv) above are not deposited within one (1) year, the proceeds will be reported and remitted as Unclaimed Property to the affected state(s) in accordance with the applicable Unclaimed Property Laws. The

Company shall advise the Unclaimed Property agency that it in good faith has reason to believe that the proceeds will be reportable in the future as unclaimed property, shall show the agency the Company's efforts to locate the owner, and shall show that it has complied with the appropriate Unclaimed Property Laws necessary to report and remit the proceeds. If the Unclaimed Property agency fails to assume the liability of the proceeds and release the Company of all liability to the extent provided by the appropriate Unclaimed Property Laws, the Company shall no longer be required to remit the proceeds under this section and instead shall remit the proceeds to the affected State(s) within three (3) or five (5) years from Date of Death as appropriate.

g. Ensure that all Retained Asset Accounts are monitored for inactivity and each is notified that the failure of an Accountholder 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, subject to Schedule B.

h. The value of the Retained Asset Account(s) shall be the value of the account as of the date the property is paid to the party determined to be the owner of the account or reported and remitted to the affected state(s).

i. Subject to Schedule B, a Thorough Search for a Beneficiary of a Retained Asset Account or an Accountholder, as appropriate, shall commence following the earlier of (i) one hundred twenty (120) days following the Date of Death Notice, (ii) the earlier of three (3) or five (5) years, subject to the Unclaimed Property Laws of the affected state, after the date that the Accountholder last initiated a financial or administrative transaction or (iii) the earlier of three (3) or five (5) years, subject to the Unclaimed Property Laws of the affected state, after 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 state(s) in accordance with the Unclaimed Property Laws. The Company shall advise the Unclaimed Property agency that it in good

faith has reason to believe that the proceeds will be reportable in the future as unclaimed property, shall show the agency the Company's efforts to locate the owner, and shall show that it has complied with the appropriate Unclaimed Property Laws necessary to report and remit the proceeds. If the Unclaimed Property agency fails to assume the liability of the proceeds and release the Company of all liability to the extent provided by the appropriate Unclaimed Property Laws, the Company shall no longer be required to remit the proceeds under this section and instead shall remit the proceeds to the affected State(s) within three (3) or five (5) years from Date of Death as appropriate.

i. The death benefit under a Life Insurance Policy shall be determined in accordance with the policy terms as of the Date of Death of the Insured. The death benefit for a variable life insurance policy shall be determined utilizing the value of assets maintained in the separate accounts or other investments as of the date a claim is received in good order from a Beneficiary or Beneficiaries, or as of 20 business days prior to when the proceeds are remitted as Unclaimed Property to the affected state(s).

j. The death benefit for a fixed annuity contract shall be determined in accordance with the terms of the Annuity Contract and based on the value of assets held in the customer's account as of the date the property is paid to a Beneficiary or Beneficiaries or as of 20 business days prior to when the proceeds are remitted as Unclaimed Property to the affected state(s). The death benefit for a variable annuity contract shall be determined utilizing the value of assets maintained in the separate accounts or other investments as of the date a claim is received in good order from a Beneficiary or Beneficiaries, or as of 20 business days prior to when the proceeds are remitted as Unclaimed Property to the affected state(s).

k. The value of the Retained Asset Account(s) shall be the value of the account as of the date the property is paid to the party determined to be the owner of the account or reported and remitted to the affected state(s).

l. The Company shall not deduct or charge the Beneficiaries, either directly or indirectly through or by any person or company, for any fees or costs as part of the Thorough Search.

m. 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, including but not limited to the process established for escheating the proceeds of Missing Data Life Policies.

n. The Company may petition a Department to terminate or modify this Agreement in that state. 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 state; (ii) that a future settlement agreement with a company possessing substantial market share is more favorable than this Agreement; or (iii) by three (3) years from the Effective Date of this Agreement, Future Settlement Agreements have not been entered into with companies possessing substantial market share. 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 termination of this Agreement.

o. To the extent that any laws, rules, or regulations are adopted by any Signatory State, or a regulatory agency of a Signatory State 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 Signatory State, provided that all other unaffected terms and conditions of the Agreement shall remain in full force and effect.

p. On no less than an annual basis, all life insurance policies that would meet the definition of Missing Data Life Policies except that the insured under the policy will not reach the attained age of eighty (80) years until more than one year after the Effective Date of the Unclaimed Property Audit Agreement shall be escheated by the Company under the terms of the Unclaimed Property Audit Agreement in the year the insured reaches the attained age of ninety (90). All Proceeds of Missing Data Life Policies shall be valued each year as if the insured had died on the anniversary of the Effective Date of the Unclaimed Property Audit Agreement and shall include the full face value, dividends, additional paid up insurance and any other amounts added to the policies as of the date of remittance, but shall not be subject to any three percent (3%) interest called for under the Unclaimed Property Audit Agreement or any other state mandated interest rate calculations; provided that the Company will remain liable for any additional amounts that may be due to a *bona fide* subsequent claimant in excess of the amounts actually remitted to a State.

q. Multiple policy search procedures.

i. Upon receiving notification of the death of an insured or account holder or in the event of a match made by a death index cross-check pursuant to subsection (a) of this section, the Company shall search every policy or account subject to this agreement to determine whether the Company has any other policies or accounts for the Insured or Accountholder.

r. Lapsed or terminated records.

i. For a period of eighteen months following the lapse or termination of Life Insurance Policies for which the Company provides Recordkeeping services, the Company will utilize the DMF or an equivalent database, to perform comparisons on the records.

3. **Regulatory Oversight.** Each of the Signatory States 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 quarterly report shall be delivered to each of the Departments within forty-five (45) days following the end of the calendar quarter. Copies of these reports will also be made available to a Signatory State'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 the Company's compliance with the requirements of this Agreement. The Lead States shall provide a report summarizing the results of that examination to the Company and Signatory States. The examination shall be performed with the cost of the examination to be borne by the Company in accordance with the Lead States respective laws.

c. The reasonable costs and expenses of the Signatory States related to the monitoring of the Company's compliance with the Agreement, including the costs and expenses of conducting any reviews or examinations required by the Agreement, as well as participating in any meetings, presentations or discussions with the Company, shall be borne by the Company.

d. The monitoring of the Company for compliance with the terms of this Agreement constitutes an ongoing examination by each of the Signatory States pursuant to each of their respective laws. Consistent with applicable law, each Signatory State shall

accord confidential treatment to the work papers, recorded information, documents, copies of work papers, and documents produced by, obtained by or disclosed by the Company.

e. This Agreement does not impair, restrict, suspend, or disqualify the Company from engaging in any lawful business in any state, and this Agreement shall not impair 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, unless the Company breaches the terms of this Agreement.

4. **Multi-State Examination Payment.**

a. Without admitting any liability whatsoever, the Company agrees to pay the Signatory States the sum of $11 million (the "Payment") for the examination, compliance and monitoring costs incurred by the Signatory States associated with the Multi-State Examination. The Lead States shall be responsible for allocating the Payment among the Signatory States. To be eligible to participate in the Payment allocation, a Signatory State must sign the Agreement by December 7, 2012. The Company agrees to remit the Payment within (ten) 10 days after the later of the Effective Date or the receipt of the allocation from the Lead States, which will extinguish the Company's financial obligations incurred by the Signatory States arising out of the Multi-State Examination, except as set forth in paragraphs 3(b), 3(c), above and 4(b), below.

b. The Payment shall be in addition to the Company's obligation under the examination statutes to pay the Lead States' reasonable third-party expenses, including expenses for consultants and other professionals, incurred by the Lead States in connection with the Multi-State Examination.

5. **Miscellaneous.**

a. 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. 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. The Parties agree that this Agreement contains the entire agreement between them with regard to the Company's settlement practices and procedures and policy administration relating to the Company's matching of its administrative records against the DMF and that there are no other understandings or agreements, verbal or otherwise, between the Parties, except as set forth herein. There have been no

representations not set forth herein that any Party has relied upon in entering into this Agreement.

c. Neither this Agreement, nor any act performed or document executed pursuant to or in furtherance of this Agreement, is now or may be deemed in the future to be an admission of or evidence of liability or any wrongdoing by the Company with respect to the subject matter of the Multi-State Examination.

d. Each of the Signatory States agrees to release the Company from all claims, demands, interest, penalties, actions or causes of action that each of them may have by reason of any matter, cause or thing whatsoever, regarding or relating to the Multi-State Examination; provided, however, that nothing herein is intended to release the Company from (1) any cost or expense incurred pursuant to paragraphs 3 b., 3c. and 4, above, or (2) any claim to enforce this Agreement in accordance with paragraph 6, below; and provided further, that nothing herein shall preclude the Lead States from conducting subsequent Multi-State Examinations to assess the Company's compliance with the Agreement.

e. No later than five 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 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 termination date. This submission shall be made to the Lead States six (6) calendar months prior to the Termination Date.

f. 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.

g. This Agreement may be executed in counterparts.

6. **Enforcement.** The failure to comply with any provision of this Agreement shall constitute a breach of the Agreement, a violation of an Order of the Departments and a violation of Company's Agreement with the Departments, and shall subject Company to such administrative and enforcement actions and penalties as each Signatory State deems appropriate, consistent with each Signatory State's respective 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]

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

By: _____ Date: 10.18.2012

Its: EVP & General Counsel
[title of Company Signatory]

SunAmerica Annuity and Life Assurance Company and SunAmerica Life Insurance Company

By: _____ Date: 10.19.2012

Its: _____
[title of Company Signatory]

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

By: _____ Date: 10/19/12

Its: Senior Vice President
[title of Company Signatory]