EXECUTION DRAFT

REGULATORY SETTLEMENT AGREEMENT

This Regulatory Settlement Agreement ("Agreement") is entered into by and between those state insurance departmentswhose signatures are shown on the signature page of this Agreement(collectively referred to herein as either the "Departments" or the "Signatory States"), and **MetLife, Inc. and its predecessors, successors, and assigns and subsidiaries, including Metropolitan Life Insurance Company, New England Life Insurance Company, MetLife Insurance Company of Connecticut, General American Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Investors Insurance Company, First MetLife Investors Insurance Company, MetLife Investors USA Insurance Company, and Delaware American Life Insurance Company**(collectively referred to herein as "MetLife" or "Company") (the Departments and Company are collectively referred to herein as the "Parties").

RECITALS

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

WHEREAS, the Departments of Illinois and Florida, in each of their respective capacities, have, beginning on September 22, 2009, have undertaken a joint Market Conduct Examination of the Company's use of the Social Security Death Master File (hereafter "DMF") regarding its settlement practices, procedures and policy administration relating to claims, including the Company's efforts to identify the owners and Beneficiaries of proceeds (the "Multi-State Examination"), which was subsequently joined by the Departments of California, Pennsylvania, New Hampshire and North Dakota;

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

WHEREAS, based upon the information gathered to date, the Departments have identified concerns regarding:

A. The adequacy of the Company's policies and procedures to ensure that life insurance and endowment policies, annuities, "Retained Asset Accounts" (hereafter defined) and other funds are either timely paid out to "Beneficiaries" (hereafter defined), or timely reported or remitted in accordance with the "Unclaimed Property Laws" and the "Insurance Laws" (hereafter defined);

B. The Company's historical use of the DMF to terminate payment under annuity contracts in the "payout" phase to annuitants who have died, but not attempt to locate Beneficiaries to pay out the death benefit under annuity contracts or life policies issued by the Company;

C. The adequacy of the Company's policies and procedures to ensure that the financial benefits due under matured annuity contracts are paid to annuitants or reported and remitted in accordance with the Unclaimed Property Laws and the

Insurance Laws;

D. The adequacy of the Company's policies and procedures to ensure that assets held in the Company's Retained Asset Accounts are paid to Beneficiaries or "Accountholders" (hereafter defined) or reported and remitted in accordance with the Unclaimed Property Laws, when the Accountholder is listed as deceased on the DMF, or, alternatively, the Accountholder has not initiated a financial or administrative action with respect to the Retained Asset Account for an extended period of time;

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 MetLife 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;

WHEREAS, MetLife represents that it has policies and procedures to ensure the payment of valid claims to Beneficiaries or, in the event that the Company's search identifies no living Beneficiary, to report and remit unclaimed proceeds to the appropriate states in accordance with state Unclaimed Property Laws;

WHEREAS, MetLife represents that in the 1980's and 1990's it undertook a national campaign called the Family Reunion program, pursuant to which in excess of one million policy owners were reunited with the Company;

WHEREAS, MetLife represents that, in anticipation of a potential demutualization, the Company undertook efforts beginning in 1998 to update policyholder information to provide policyholders with notice of the reorganization and, in furtherance of such efforts, hired a vendor to conduct an extensive address research project;

WHEREAS, in 2007, the Company matched substantially all of its individual life policies for which it had electronic records, including policies in in-force, terminated and non-forfeiture status against the DMF and identified over $50 million in death benefits, which were paid to Beneficiaries and over $30 million in unclaimed benefits which have been or will be reported and remitted to the appropriate states in accordance with the Unclaimed Property Laws;

WHEREAS, in 2010, subsequent to the commencement of the Multi-State Examination, the Company established its Electronic Death Match ("EDM") initiative pursuant to which the Company committed to match its individual life and annuity, group life and annuity and retained asset accounts against the DMF no less frequently than annually and, in 2011, in accordance with that initiative, as well as a request for a report by the New York Superintendent of Insurance pursuant to Section 308 of the New York Insurance Law, the Company performed matches of the administrative records for individual and group life, individual and group annuities and retained

asset accounts of all of the MetLife affiliated companies for all fifty states, and the Company has to date identified approximately $96 million to be paid to Beneficiaries from these matches, and over $16 million to be paid to the states as unclaimed property; and

WHEREAS, 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 Holder, 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 to fund an employment-based retirement plan where MetLife is not committed by the terms of the annuity contract to pay death benefits to the beneficiaries of specific plan participants.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 plans.

   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. "**Date of Death**" means the date on which an Insured, Accountholder, Annuity Contract Owner, or annuitant identified by the DMF or any other source or record maintained or located in the Company's records has died.

   f. "**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 maintained or located in the Company's records.

g. "**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,(the "Lead States")and the Departments of at least Fourteen (14) additional states.

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

i. "**Insured**" means an individual identified as the insured under a Life Insurance Policy or an Annuity Contract.

j. "**Life Insurance Policy**" means any individual life insurance or endowment policy or group life insurance policy, except as may be inconsistent with federal law, including without limitation the law governing the Federal Employee Group Life Insurance program, or any exception agreed to by the state Unclaimed Property agency. 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 plans.

k. "**Maturity Age" or "Endowment Age**" means the age of maturity 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.

l. "**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 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 in respect to the Annuity Contract that is inconsistent with a desire to annuitize" shall mean a partial annuitization, a partial withdrawal of contract value (including required minimum distributions or systematic withdrawals, unless such distributions or withdrawals remain uncashed, and partial exchanges of the Annuity Contract for another annuity contract), termination or surrender of the Annuity Contract, payment of all death benefits due, or payment of additional purchase payments.

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

n. "Exception" means an event described in subparagraphs i. – iii. 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 is not dead 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 (an exclusionary event); (d) 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; and/or (e) 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 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 in 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);

o. "Recordkeeping" means that insurance policy information necessary to process a claim, including without limitation, insured full name, date of birth, Social Security Number, coverage eligibility, premium payment status, and Beneficiary information, is maintained by the Company on its 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 insurancecustomer or some other third party retained by the group customer.

p. "Retained Asset Account" means an account maintained by the Company and provided as a settlement option under Life Insurance Policies and Annuity Contracts.

q. "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 or annuitant has been reported to be dead. A Thorough Search shall include any methodology believed likely to locate a Beneficiary. A Thorough Search will be 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 based upon the Company's records, including but not limited to internal databases;

ii. The Company has made two (2) 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;

iii. In the event that no response is received to the writings specified in (ii.) above, or a writing is returned as undeliverable and no updated address can be located, the Company has attempted to contact the Beneficiary by any telephone number contained in Company's records, including but not limited to its internal databases, 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 the most current e-mail address, if any;

v. Send a third and final letter to the Beneficiary at the most current address available to the Company via certified mail; provided, however, that, subject to contrary state law requirements, such letter may be sent by first class mail if, at some point prior to sending it, the Company has accessed a commercially available database service, which is used to update addresses in order to check for a more current address for the Beneficiary.

The Company may use any other methodology believed likely to locate a Beneficiary approved by a SignatoryState or that can be demonstrated by the Company to provide equivalent or better results than the Thorough Search. If the value of a policy, contract, or 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 address indicated in the Company's records, or, if the Company's records do not identify a Beneficiary and address, may report and remit the funds to the affected state(s) as Unclaimed Property.

r. "**Unclaimed Property**"means property subject to theUnclaimed Property Laws.

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

t. **"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 Insureds, Accountholders, Annuity Contract Owners, 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. 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.

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 is unable to establish an Exception, it shall reportand 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 the 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 SignatoryStates.

d. Utilize the DMF 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 remittedas Unclaimed Property to the affected state(s) in accordance withthe 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 the Date of Death as is appropriate.

g. Ensure that allRetained 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 the Date of Death as is appropriate.

j. 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.

k. The death benefit for an Annuity Contract shall be determined in accordance with the terms of the Annuity Contract 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 reported and remitted as Unclaimed Property 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.

n. To the extent that Company has previously purged or archived any data from any of its administrative systems related to any lapsed, terminated or expired policies, which was purged on or after January 1, 1986, that are within the scope of the Unclaimed Property Laws, the Insurance Laws or this Agreement, Company shall take reasonable steps to restore or recover such data so that it may be subjected to the comparisons specified in Section 2a of this Agreement.

o. 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.

p. 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.

3. **Regulatory Oversight.** Each of the Signatory States shall maintain independent regulatory oversight over theCompany'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 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 Signatory States. The examination shall be performed with the cost of the examination to be borne by Company in accordance with the Lead States respective laws.

c. The reasonable costs and expenses of the Signatory States related to the monitoring of 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 Company, shall be borne by Company.

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

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

4. **Multi-State Examination Payment.** Without admitting any liability whatsoever, the Company agrees to pay the Signatory States the sum of $ 40,000,000 (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 SignatoryState must sign the Agreement by June29, 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 paragraph 3(c), above. The Payment shall be in addition to the Company's obligation to reimburse the Illinois Department of Insurance for reasonable third-party expenses, including expenses for consultants, incurred in connection with the Department's role in 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 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 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 paragraph 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***]

MET LIFE SIGNATURE PAGE

MetLife, Inc., its predecessors, successors, assigns and subsidiaries, including Metropolitan Life Insurance Company, New England Life Insurance Company, MetLife Insurance Company of Connecticut, General American Life Insurance Company, Metropolitan Tower Life Insurance Company, MetLife Investors Insurance Company, First MetLife Investors Insurance Company, MetLife Investors USA Insurance Company, and Delaware American Life Insurance Company

By_____
Paul G. Cellupica
Chief Counsel
The Americas

Dated: April 19, 2012

Lead States Signature Page

FLORIDA OFFICE OF
INSURANCE REGULATION

BY:_____

KEVIN M. McCARTY
COMMISSIONER

DATE_____

NORTH DAKOTA INSURANCE
DEPARTMENT

BY:_____

ADAM HAMM
COMMISSIONER

DATE _____

CALIFORNIA DEPARTMENT
OF INSURANCE

BY:_____

DAVE JONES
COMMISSIONER

DATE _____

PENNSYLVANIA INSURANCE
DEPARTMENT

BY: _____

MICHAEL F. CONSEDINE
COMMISSIONER

DATE _____

ILLINOIS DEPARTMENT
OF INSURANCE

BY:_____

ANDREW BORON
DIRECTOR

DATE _____

NEW HAMPSHIRE INSURANCE
DEPARTMENT

BY:_____

ROGER A. SEVIGNY
COMMISSIONER

DATE _____

SCHEDULE A
RULES FOR IDENTIFYING DEATH MATCHES

In comparing the Company's records of its insureds, annuitants, annuity owners or retained asset accountholders against the DMF, the Company shall utilize the methodology below.

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

Category 2: Non-SSN Match occurs in any of the following circumstances:

1. The Social Security Number contained in the data Number contained in the data found in the Company's records matches in accordance with the Fuzzy Match Criteria listed below to the Social Security Number contained in the DMF, the First and Last Names match either exactly or in accordance with the Fuzzy Match Criteria listed below and the Date of Birth matches exactly.

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

3. If there is more than one potentially matched individual returned as a result of the process described in paragraph 2. immediately above, then the Company shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurint for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address in the Company's records for the insured, then a Category 3 Match will be considered to have been made.

Fuzzy Match Criteria:

1. A First Name fuzzy match includes <u>one or more</u> of the following:

   a. "First Name" "Nick Names:" "JIM" and "JAMES." the Company utilizes the pd Nickname database from Peacock Data, Inc. as well as publicly available lists of names and nicknames to identify matching First Names where a nickname is used on one or both sides of the match.

   b. "Initial" instead of full first name: "J FOX" and "JAMES FOX."

   c. "Metaphone" (a recognized and accepted phonetic name matching

algorithm created by Lawrence Philips and originally published in 1990): "BUDDY" and "BUDDIE."

d. Data entry mistakes with a maximum difference of one character 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" can't 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 "MARYANN" 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 <u>one or more</u> 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" can't 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 character for last name with at least eight (8) characters in length: "MACHIAVELLI" and "MACHIAVELI."

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

3. "Date of Birth" fuzzy match includes <u>one</u> of the following:
   a. Two (2) dates with a maximum of one digit in difference: "03/27/1945" and "03/27/1946."

      i. NOTE: "03/27/1949" and "03/27/1950" are not a match under Rule 3(a)i.

      ii. Only one (1) entry mistake per full date is allowable: "03/27/1945" and "03/28/1946" are not a match.

   b. Transposition of "Month" and "Date" portion of the "Date of Birth:" "05/11/1935" and "11/05/1935."

   c. 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. If the Company's systems do not contain a Date of Birth, then a fuzzy match will be found to exist.

   d. If the Company's First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the identified Social Security Number matches exactly against the DMF, then the Date of Birth will be a fuzzy match if the Date of Birth is within two (2) years (either before or after) the DMF listed Date of Birth.

4. "Social Security Number" fuzzy match includes <u>one</u> 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

The Company shall commence the monthly matches required by Paragraph 2(a) of this Agreement as soon as practicable, but in any event within the time frames required by this schedule, as noted below.

The Company will commence quarterly DMF matches against the records for its Life Insurance Policies, Retained Asset Accounts and Annuity Contracts as of the end of the first quarter of 2012. Upon completion of each quarterly match, the Company shall commence a Thorough Search as promptly as practicable.In any event, the Thorough Search shall be completed within one (1) year from the Date of Death Notice and subject to the provisions of Section 2(b).

The Company will commence monthly DMF matches against the records for its Life Insurance Policies, Retained Asset Accounts and Annuity Contracts by no later than the first quarter of 2013.

The Company will establish processes to implement the Thorough Search requirements of paragraph 2.i(ii) and (iii) of this Agreement, including processes to obtain acknowledgement by Retained Asset Accountholders of their ownership of a Retained Asset Account with respect to which no non-automatic financial or administrative transaction has occurred, by no later than December 31, 2013.

The provisions described in paragraph 2(f) will apply to Maturity Dates following the Effective Date, and will take effect following ~~[~~September 30, 2012~~]~~. The provisions described in paragraph 2(f) 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.

SCHEDULE C

PARTICIPATING REGULATOR ADOPTION

METROPOLITAN LIFE INSURANCE COMPANY – REGULATORY SETTLEMENT AGREEMENT

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

BY:_____
(Signature)

STATE: _____

TITLE: _____

DATE:_____

Please provide the following information as to how your state's allocation of the Multi-State Examination Payment should be sent from MetLife, Inc.

CONTACT NAME: _____

MAILING ADDRESS:_____

_____

PAYMENT MADE TO:_____

_____

Please return this form to:

Sheila Builta, HIA, MHP
Illinois Department of Insurance
320 West Washington Street
Springfield, IL 62767
217.785.5516
217.524.6500 (FAX)
sheila.builta@illinois.gov

STATE OF OHIO
DEPARTMENT OF INSURANCE

IN THE MATTER OF:	:	MARY TAYLOR LT. GOVERNOR/DIRECTOR
THE JOINT MARKET CONDUCT EXAMINATION OF METLIFE, INC.	:	ORDER ADOPTING REGULATORY SETTLEMENT AGREEMENT

WHEREAS, the Ohio Department of Insurance has regulatory jurisdiction over the business of insurance transacted in this state, including the authority to conduct market conduct examinations pursuant to § 3901.011 of the Revised Code;

WHEREAS, the insurance commissioners and directors of the States of Florida, California, Illinois, New Hampshire, North Dakota and the Commonwealth of Pennsylvania (collectively, the "Departments"), have undertaken a joint market conduct examination of MetLife, Inc. and its predecessors, successors, and assigns and subsidiaries (collectively, "MetLife" or the "Company");

WHEREAS, the joint market examination was of the Company's use of the Social Security Death Master File ("DMF") regarding its settlement practices, procedures and policy administration relating to claims, including the Company's efforts to identify the owners and beneficiaries of proceeds (the "Multi-State Examination");

WHEREAS, the Departments have identified concerns regarding the adequacy of the Company's historical use of the DMF and policies and procedures to ensure that life insurance and endowment policies, annuities, retained asset accounts and other funds are either timely paid out to beneficiaries, or timely reported or remitted in accordance with the unclaimed property and insurance laws; and

WHEREAS, the Departments have entered into a regulatory settlement agreement (the "Agreement") with the Company to resolve the allegations related to the Multi-State Examination.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Agreement entered into between the Company and the Departments is approved and adopted.

IT IS HEREBY FURTHER ORDERED that the Company shall immediately initiate compliance with all terms and conditions of the Agreement and follow all recommendations set forth in the Agreement.

Dated: 5/24/12

Mary Taylor
Lt. Governor/Director

EXECUTION DRAFT

SCHEDULE C

PARTICIPATING REGULATOR ADOPTION

METROPOLITAN LIFE INSURANCE COMPANY - REGULATORY SETTLEMENT AGREEMENT

On behalf of the Ohio Department of Insurance,

I, Mary Taylor, Lt. Governor/Director, hereby adopt, agree and approve this Agreement.

Ohio Department of Insurance

Mary Taylor
Lt. Governor/Director

Date: 5/24/12

Please provide the following information as to how your state's allocation of the Multi-State Examination Payment should be sent from Metropolitan Life, Inc.

CONTACT NAME: Steve Martindale
Chief Regulatory Officer
50 West Town Street, Suite 300, 3rd Floor
Columbus, Ohio 43215

PAYMENT MADE TO: Treasurer, State of Ohio

Please return this form to:

Sheila Builta, HIA, MHP
Illinois Department of Insurance
320 West Washington Street
Springfield, IL 62767
Phone: 217-785-5516
Fax: 217-524-6500
Email: Sheila.builta@illinois.gov