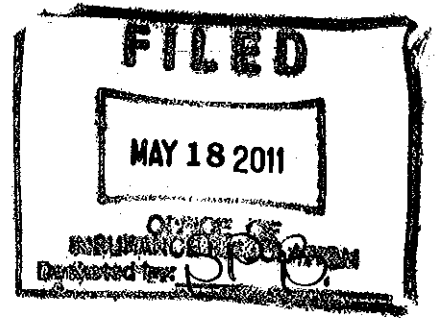


SETTLEMENT AGREEMENT



This Settlement Agreement is entered into by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General ("Attorney General"), the State of Florida, Office of Insurance Regulation ("OIR"), the Florida Department of Financial Services ("DFS") (collectively the "Florida Agencies"), and John Hancock Life Insurance Company (U.S.A.), in its own right and as the successor in interest to John Hancock Life Insurance Company and John Hancock Variable Life Insurance Company pursuant to a duly approved merger effective December 31, 2009, and John Hancock Life & Health Insurance Company (collectively, "John Hancock" or "Company") (collectively, the "Parties") as of this 17th day of May 2011.

WHEREAS, the Attorney General has authority under state and federal law to investigate potential violations of laws related to certain business practices.

WHEREAS, OIR has regulatory jurisdiction over the insurance industry in the State of Florida, including the authority to conduct market conduct examinations.

WHEREAS, DFS, through its Bureau of Unclaimed Property, has jurisdiction over the administration and enforcement of Florida's unclaimed property laws, under Chapter 717, Florida Statutes, and rules promulgated thereunder.

WHEREAS, commencing on or about March 25, 2009, DFS, through its Bureau of Unclaimed Property, initiated an audit of John Hancock relating to the unclaimed property laws of Florida.

WHEREAS, commencing on or about April 24, 2009, OIR initiated a market conduct examination of John Hancock's claims settlement, policy administration, and unclaimed property practices for compliance with Florida statutes.

WHEREAS, subsequently, OIR, DFS and the Attorney General jointly inquired into John Hancock's claim settlement, policy administration and unclaimed property practices and administration ("Joint Florida Examination").

WHEREAS, the Florida Agencies reviewed voluminous documents and information provided by OIR's and DFS's contract examiner, Verus Financial LLC ("Verus").

WHEREAS, pursuant to an Audit engagement contract, Verus has initiated an audit of John Hancock's compliance with Florida's unclaimed property laws ("the Audit").

WHEREAS, the Florida Agencies played a unique role in initiating, conducting, and providing expertise for the market conduct examination, and the unclaimed property audit of John Hancock, and in working with John Hancock as it designed new policies and procedures to ensure future compliance.

WHEREAS, the Florida Agencies acknowledge that John Hancock has cooperated with the Florida Agencies.

WHEREAS, the Florida Agencies allege that improvements are required to John Hancock's policies and procedures to help ensure that presumptively unclaimed property in the form of life insurance, individual fixed and variable annuity, and deposit account proceeds are timely paid to apparent owners or beneficiaries or, after the requisite dormancy period and due diligence, timely reported and remitted to the State of Florida.

WHEREAS, during the course of the Audit, Verus, has identified what it considers to be past-due property that is required to be reported and remitted to DFS.

WHEREAS, John Hancock disputes that some of the property identified by Verus should be considered past-due and/or subject to report and remittance to DFS.

WHEREAS, disputes have arisen between the Parties hereto with regard to the Company's obligation to report and remit certain property pursuant to Florida's unclaimed property laws.

WHEREAS, John Hancock maintains that at all times relevant to this Agreement, John Hancock 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 John Hancock's contract and policy owners.

WHEREAS, as a direct result of the Joint Florida Examination, John Hancock and Verus entered into a "Global Resolution Agreement" resolving for the benefit of at least twenty other jurisdictions represented by Verus substantially the same issues covered by the Joint Florida Examination.

WHEREAS, John Hancock denies any wrongdoing but, desiring to resolve the disputes between the Parties hereto and to avoid the further expense and burden of a protracted examination, investigation or litigation, agreed to a "Term Sheet" effective October 22, 2010, that would form the basis of a settlement agreement, and agrees to enter into this Agreement to resolve the investigation, market conduct examination, and audit.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS

Solely for the purposes of this Agreement, capitalized terms have the meaning set out below:

1. **"Actively Engaged in the Process of Administering and Effecting Payment of a Claim to Property"** means that John Hancock has made contact with the actual beneficiary, or the beneficiary's authorized representative, during the Reconciliation/Due Diligence Period, has received a completed claim form during or within 60 days following the Reconciliation/Due Diligence Period, and has had some form of documented contact with the beneficiary, or the beneficiary's authorized representative, at least once every 30 days thereafter.

2. **"Agreement"** means this Settlement Agreement entered into among the Attorney General, OIR, DFS, and John Hancock.

3. **"Annuity Contract"** means a fixed or variable annuity contract not subject to ERISA.

4. **"Audit"** means the unclaimed property audit that Verus has been conducting of John Hancock, on behalf of DFS, which is being resolved pursuant to this Agreement.

5. **"Date of Death"** is to be determined in accordance with Section II.1. below.

6. **"Death Master File" or "DMF"** means the Social Security Administration's Death Master File.

7. **"Due Diligence"** means the process set out in this Agreement for locating a property owner before reporting and remitting the property as unclaimed property under the UP Laws.

8. **"Duration of the Audit"** means the period concluding upon completion of all processing related to the last Unclaimed Property Report pursuant to the terms of this Agreement.

9. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

10. **"Maturity Age"** means, for purposes hereof, 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 nonforfeiture values, then the limiting age is the terminal age of the mortality table used in calculating the cost of insurance for the policy.

11. **"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 within the applicable dormancy period in respect to the Annuity Contract at issue that is inconsistent with a desire to annuitize. The Parties agree that, for purposes hereof, "action in respect to the Annuity Contract that is inconsistent with a desire to annuitize" shall mean a partial withdrawal of Contract Value, (such as 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 or death payments due, or receipt of additional purchase payments.

12. **"Review/Reconciliation/Due Diligence Period"** means the period specified or determined in accordance with **Schedule D** for: (i) John Hancock to review each Unclaimed Property Report and identify any property included in the report that it has determined does not meet the criteria for reporting and remittance; (ii) John Hancock to present a written indication to

Verus of any property included in an Unclaimed Property Report that John Hancock has determined does not meet the criteria for reporting and remittance, together with the reasons for its determinations; (iii) John Hancock and Verus to meet in order to attempt to resolve any exceptions that John Hancock has identified with respect to specific property included on each Unclaimed Property Report; and (iv) John Hancock to conduct due diligence (in accordance with **Schedule D**) to locate the owner of the property prior to the property being remitted.

13. **"Scope of the Audit"** shall include unclaimed property to be reported and remitted to DFS under life insurance policies, Annuity Contracts, and retained asset accounts that were in-force at any time during the period January 1, 1992 through May 31, 2010, regardless of whether they are currently listed as active, and including but not limited to policies identified as lapsed, expired, matured, paid, reported and remitted, rescinded, or terminated.

14. **"Settlement Payment"** means the amount payable by John Hancock pursuant to Section IV., below.

15. **"SSDI Update File"** means a file containing new records, changed records and deleted records that were updated on the Social Security Death Index since the previous version of the SSDI Update File used to run a comparison.

16. **"Term Sheet Execution Date"** means October 22, 2010.

17. **"Unclaimed Property Report"** means a report prepared and submitted to John Hancock by Verus to identify property that Verus has determined to be due and payable by John Hancock. The Unclaimed Property Reports will be delivered by Verus according to the formats described in **Schedule C**.

18. **"UP Laws"** means Chapter 717, Florida Statutes (2010) and Fla. Admin. Code Chapter 69I-20.

II. UNCLAIMED PROPERTY REPORTS AND REMITTANCE

1. Benefits Due Upon an Event of Death Under Life Insurance Policies, Annuity Contracts, and Retained Asset Accounts

A. Verus shall provide John Hancock with Unclaimed Property Reports identifying all life insurance proceeds, Annuity Contract proceeds (including proceeds that become due in either the accumulation phase or payout phase of the Annuity Contract), and retained asset account proceeds due and payable as a result of an event of death that are within the Scope of the Audit and that Verus has determined meet the criteria for reporting and remittance to DFS. The Unclaimed Property Reports will include all deaths of John Hancock's insureds, Annuity Contract owners or annuitants, and retained asset account owners that have been identified by Verus using the methodology for matching John Hancock's records against the DMF (or any extract thereof), which methodology is attached hereto set out on **Schedule B** and incorporated by reference. The Unclaimed Property Reports will be delivered in the format described in **Schedule C**.

B. Pursuant to **Schedule D**, John Hancock shall provide Verus with a list of exceptions identifying all policies, contracts, or accounts on the Unclaimed Property Report that John Hancock has determined not to be reportable, along with the reasons for its determinations. John Hancock agrees that its determinations shall be based on competent proof indicating that: (a) the person identified on the Unclaimed Property Report is either not dead or is not the Company's insured, Annuity Contract owner or annuitant, or retained asset account owner, in accordance with **Schedule B**; (b) the insured, Annuity Contract owner or annuitant, or retained asset account owner identified on the Unclaimed Property Report died on a date when the policy or contract was not in force; (c) there is no benefit due and payable upon the death of such

insured, Annuity Contract owner or annuitant, or retained asset account owner according to the records of the Company (e.g., all benefits have been fully paid out, the death indicated was the first to die of two insureds under a second-to-die policy; or other similar reason); or (d) the applicable dormancy period has not expired with respect to the benefits under the policy or Annuity Contract or retained asset account. John Hancock's list of exceptions shall also include any instances where it has determined that the insured, Annuity Contract owner or annuitant, or retained asset account owner identified on the Unclaimed Property Report died on a date other than the date of death identified in the Unclaimed Property Report with the result that any amount due and payable is other than it would be if the date of death was as indicated on the Unclaimed Property Report.

C. Pursuant to **Schedule D**, John Hancock and Verus shall meet if Verus determines it is necessary in order to attempt to resolve any exceptions that John Hancock has identified with respect to specific property included on each Unclaimed Property Report. In the event that John Hancock has any disagreement with Verus over whether any particular property must be reported and remitted to DFS, and such disagreement cannot be resolved within 30 days from it being raised, John Hancock shall seek the assistance of DFS in resolving the issue. The determination by DFS as to the dispute shall be final subject to Chapter 120, Florida Statutes.

D. If John Hancock locates the owner of property included on an Unclaimed Property Report before the end of the Review/Reconciliation/Due Diligence Period, John Hancock will pay the owner the benefits or proceeds due and payable in accordance with the policy, contract or account terms as of the date of death of the insured, Annuity Contract owner or annuitant, or retained asset account owner, as applicable, and provide access to the records of all such payments to Verus. All payments under this subsection shall include interest as

described in Section V.1., below. John Hancock specifically agrees that it shall not deduct or charge owners or beneficiaries, either directly or indirectly through or by any person or company, for any fees or costs as part of the owner or beneficiary location process.

E. If John Hancock is unable to locate the owner of property included on an Unclaimed Property Report by the end of the Review/Reconciliation/Due Diligence Period, any portion of death benefit-related property that remains due and unpaid will be reported and remitted to DFS through Verus in accordance with Florida's UP Laws and **Schedule D** within the period set forth in **Schedule D**. Notwithstanding the foregoing, reporting and remittance of the subject property may be deferred for the period defined below in the event that John Hancock (i) has located the property owner during the Review/Reconciliation/Due Diligence Period and is Actively Engaged in the Process of Administering and Effecting Payment of the Claim to the Property; or (ii) is presented with multiple, inconsistent claims or potential claims of ownership, and John Hancock acknowledges that at least one of the individuals or entities is entitled to the property. In the event that John Hancock is Actively Engaged in the Process of Administering and Effecting Payment of the Claim to the Property, it shall have 120 days from the end of the applicable Review/Reconciliation/Due Diligence Period to effect payment of the claim before being required to report and remit the property if it has not been fully paid by that time. In the event that John Hancock is presented with multiple claims to the property, it shall have 180 days from the end of the applicable Review/Reconciliation/Due Diligence Period to effect payment of the claim before being required to report and remit the property if it remains unpaid or actual litigation has not been commenced by that time. If the owner of property is located by John Hancock before the end of the Review/Reconciliation/Due Diligence Period, John Hancock will obtain an oral or written communication from the owner or the owner's authorized representative

and the records of John Hancock must contain a written notation indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person.

F. For purposes of this Section II.1., the applicable dormancy period for the death benefit-related property described in this Section II.1. commences on the date of death of the individual decedent (which if not disputed with competent proof by John Hancock on the list of exceptions shall be as shown on a listing on the DMF), and expires 5 years later. Subject to Section II.1.E. above, this dormancy period is not tolled by contact with a potential owner, except in cases where (i) there is actual litigation over ownership of the property; or (ii) otherwise as expressly allowed by DFS.

G. Any benefit amounts due and payable which are to be reported to DFS under this Section II.1. will be determined as set out in (1), (2) or (3) below, as applicable, and will be determined without the deduction of any fees unless required or permitted by the terms of the policy, contract or account. John Hancock specifically agrees that it shall not charge owners for any costs associated with the administration of this Agreement.

(1) The death benefit under life insurance policies shall be determined in accordance with the policy terms as of the date of death of the insured, and will include, but not be limited to, a reversal of any amounts deducted from the policy for premium payments taken and a reversal of any amounts added to the policy for credited interest (determined by policy type and terms) or dividends after the date of death.

(2) The death benefit under Annuity Contracts shall be determined as of the date of death of the Annuity Contract owner or annuitant, except that: (i) in the case of variable annuities, John Hancock shall determine such death benefit based on the value of assets

maintained in the relevant separate accounts as of the date the property is paid to a payee of record or remitted to DFS; and (ii) in the case of fixed annuities, such death benefit shall be offset by any amounts added to the contract for credited interest or dividends after the date of death.

(3) The benefit under retained asset accounts shall be determined as the value of the account as of the date the property is paid to an owner or reported and remitted to DFS.

2. Benefits Due Under Life Insurance Policies and Annuity Contracts Upon Reaching Maturity Age or Maturity Date

A. Verus shall provide John Hancock with Unclaimed Property Reports identifying all unclaimed benefit proceeds due and payable to owners of John Hancock life insurance policies and Annuity Contracts within the Scope of the Audit that Verus has determined have reached a policy's Maturity Age or Annuity Contract's Maturity Date, and for which the period of time elapsed since reaching such policy's Maturity Age or Annuity Contract's Maturity Date is beyond the dormancy period under Florida's UP Laws. The Unclaimed Property Reports will be delivered in the format described in **Schedule C**.

B. Pursuant to **Schedule D**, John Hancock shall provide Verus with a list of exceptions identifying all policies or Annuity Contracts on the Unclaimed Property Report that John Hancock has determined not to be reportable, along with the reasons for its determinations. John Hancock agrees that its determinations shall be based on competent proof indicating that one or more of the following are applicable: (a) the policy or Annuity Contract had not reached the Maturity Age or Maturity Date; (b) there is no benefit due and payable (e.g., the policy or Annuity Contract had been surrendered; all benefits had been fully paid out; the Maturity Date

had been extended by the owner in accordance with the terms of the policy or contract or the Annuity Contract owner has taken affirmative action in respect to the contract that is inconsistent with a desire to annuitize; or other similar reason), or (c) the applicable dormancy period has not expired with respect to benefits under the policy or Annuity Contract. The Parties agree that the applicable dormancy period shall not be deemed to have expired with respect to benefits under the policy or Annuity Contract if John Hancock has documented contact with the owner within the applicable dormancy period, including a request by the owner to change the designation of an owner, annuitant, or beneficiary; a non-automated request, to reallocate contract value among variable investment options; or a non-automated request to renew or change a fixed interest guarantee period under the policy or Annuity Contract.

C. Pursuant to **Schedule D**, John Hancock and Verus shall meet if Verus determines it is necessary in order to attempt to resolve any exceptions that John Hancock has identified with respect to specific property included on each Unclaimed Property Report. In the event that John Hancock has any disagreement with Verus over whether any particular property must be reported and remitted to DFS, and such disagreement cannot be resolved within 30 days from it being raised, John Hancock shall seek the assistance of DFS in resolving the issue. The determination by DFS as to the dispute shall be final subject to Chapter 120, Florida Statutes.

D. If John Hancock locates the owner of property included on an Unclaimed Property Report before the end of the Review/Reconciliation/Due Diligence Period, and the owner has not elected to surrender the policy or Annuity Contract, extend the Maturity Date, or take any action in respect to the Annuity Contract that is inconsistent with a desire to annuitize, John Hancock will pay the owner the amount of the benefits or proceeds due and payable in accordance with the policy or contract terms and as calculated in accordance with Section II.2.G.

E. If John Hancock is unable to locate the owner of property included on an Unclaimed Property Report by the end of the Review/Reconciliation/Due Diligence Period, any unclaimed proceeds due under the policy or Annuity Contract will be reported and remitted to DFS through Verus in accordance with Florida's UP Laws and as calculated in accordance with Section II.2.G. John Hancock agrees that all unclaimed property to be reported and remitted to DFS through Verus pursuant to this Agreement shall be reported and remitted in accordance with **Schedule D** within the period set forth in **Schedule D**.

F. For purposes of this Section II.2., the applicable dormancy period under Florida's UP Laws for the property described in this Section II.2. commences on the date on which the policy or Annuity Contract reached the Maturity Age or Maturity Date, and is restarted upon documented contact with the owner or the owner's authorized representative. If the owner of property is located by John Hancock before the end of the Review/Reconciliation/Due Diligence Period, John Hancock will obtain an oral or written communication from the owner or the owner's authorized representative and the records of John Hancock must contain a written notation indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person.

G. The amount of any benefits due and payable under this Section II.2. will be determined as follows, without deduction of any fees unless required or permitted by the terms of the policy or contract. John Hancock specifically agrees that it shall not charge owners for the costs associated with the administration of this Agreement. John Hancock specifically agrees that it shall not deduct or charge owners or beneficiaries, either directly or indirectly through or by any person or company, for any fees or costs as part of the owner or beneficiary location process.

(1) Benefits Due Under Annuity Contracts Upon Reaching Maturity Date:

(a) Calculation of Annuity Payments to an Owner. All annuity payments under an Annuity Contract that are payable to an owner described in Section II.2.D. shall be determined by John Hancock in accordance with the terms of that Annuity Contract based on the Annuity Contract's account value on the date the Annuity Contract is annuitized, the age of the annuitant at that time, and the guaranteed annuity purchase rates under the Annuity Contract; provided, however, that John Hancock shall determine annuity payments under its currently available rates if it would result in a higher amount of initial annuity payment. For purposes hereof, John Hancock shall calculate the account value used in its determination of the initial annuity payment (a) for a variable Annuity Contract, based on the value of assets held in the underlying separate account at the time of such determination, and (b) for a fixed Annuity Contract, based on the account value at the time of such determination, inclusive of any interest credited by John Hancock to the account value from the Maturity Date to the date of such determination.

(b) Calculation of Amounts Reported and Remitted. The report and remittance to DFS through Verus of any unclaimed proceeds under an Annuity Contract described in Section II.2.E. shall include the current account value of the Annuity Contract as determined by John Hancock within five (5) business days prior to the date of such report and remittance. For purposes hereof, John Hancock shall calculate the account value (a) for a variable Annuity Contract, based on the value of assets held in the underlying separate account, and (b) for a fixed Annuity Contract, based on the account value, inclusive of any interest credited by John Hancock to the account value under the terms of the Annuity Contract.

Thereafter, John Hancock shall not be required to remit in future reporting years any additional amounts under the Annuity Contract in question.

(2) Benefits Due Under Life Insurance Policies Upon Reaching Maturity Age: All benefits under a life insurance policy upon reaching Maturity Age shall be determined by John Hancock in accordance with the terms of the policy.

3. Unclaimed Proceeds in Dormant Retained Asset Accounts

A. Verus shall provide John Hancock with Unclaimed Property Reports identifying dormant retained asset accounts, including but not limited to "Safe Access Accounts," that are within the Scope of the Audit and that Verus has determined meet the criteria for reporting and remittance to DFS. The Unclaimed Property reports will be delivered in the format described in **Schedule C**.

B. Pursuant to **Schedule D**, John Hancock shall provide Verus with a list of exceptions identifying all retained asset accounts included on each Unclaimed Property Report that John Hancock has determined not to be reportable, along with the reasons for its determinations. John Hancock agrees that its determinations shall be based on competent proof that the owner has taken affirmative action in respect to the account that is inconsistent with abandonment. (Automatic financial or administrative transactions and the non-receipt by John Hancock of returned mail shall not constitute "affirmative action" for this purpose.)

C. Pursuant to **Schedule D**, John Hancock and Verus shall meet if Verus determines it is necessary in order to attempt to resolve any exceptions that John Hancock has identified with respect to specific property included on each Unclaimed Property Report. In the event that John Hancock has any disagreement with Verus over whether any particular property must be reported and remitted to DFS, and such disagreement cannot be resolved within 30 days

from it being raised, John Hancock shall seek the assistance of DFS in resolving the issue. The determination by DFS as to the dispute shall be final subject to Chapter 120, Florida Statutes.

D. If John Hancock locates the owner before the end of the Review/Reconciliation/Due Diligence Period, the Company shall maintain or pay out the value of retained asset account in accordance with the terms of the account contract and the owner's directions. In all such instances, John Hancock will obtain a communication from the owner or the owner's authorized representative and the records of John Hancock must contain a written notation indicating the date of the contact, the person contacted, and the address, telephone number or e-mail address of the contacted person. John Hancock specifically agrees that it shall not deduct or charge owners or beneficiaries, either directly or indirectly through or by any person or company, for any fees or costs as part of the owner or beneficiary location process.

E. If John Hancock is unable to locate the owner by the end of the Review/Reconciliation/Due Diligence Period, and the dormancy period has run with respect to such property, the full value of the retained asset account will be reported and remitted to DFS through Verus in accordance with Florida's UP Laws. John Hancock specifically agrees that it shall not charge owners for the costs associated with the administration of this Agreement. John Hancock agrees that all unclaimed property to be reported and remitted to DFS through Verus pursuant to this Agreement shall be reported and remitted in accordance with **Schedule D** within the period set forth in **Schedule D**.

F. For purposes of this Section 11.3., the dormancy period under Florida's UP Laws for the property described in this Section 11.3. commences as of the date of the most recent non-automatic financial or administrative transaction or other contact with the account owner or

the owner's authorized representative that is documented in the books and records of the Company.

4. Priority and Disputes

For purposes of this Agreement, the following rules shall apply:

A. Property shall be reported and remitted to the state of the last known address of the apparent owner of the unclaimed property as shown on John Hancock's books and records.

B. With respect to property related to life insurance policies or Annuity Contracts due to a beneficiary, if there is no last known address of the beneficiary according to John Hancock's books and records or if it is not definite and certain from John Hancock's books and records what person is entitled to the property, then it shall be presumed that the last known address of the beneficiary is the same as the last-known address of the insured or annuitant, and John Hancock shall report and remit the property to the state of the last known address of the insured or annuitant.

C. If John Hancock's books and records do not contain a last known address for the beneficiary, or the insured or the annuitant, or if the last known addresses of the beneficiary, the insured and the annuitant are all located within a foreign country, the property shall be reported and remitted to the state of incorporation of the relevant John Hancock entity as of the time the dormancy period expired under the terms of this Agreement.

D. In the event that John Hancock has any disagreement with Verus over whether any particular property must be reported and remitted to DFS, and such disagreement cannot be resolved within 30 days from it being raised, John Hancock shall seek the assistance of

DFS in resolving the issue. The determination by DFS as to the dispute shall be final subject to Chapter 120, Florida Statutes.

E. The existence of any unresolved disagreements between John Hancock and Verus concerning whether particular property is required to be reported and remitted through Verus shall not impact any of John Hancock's other obligations to report and remit through Verus any and all other unclaimed property as to which no dispute exists pursuant to the terms of this Agreement. In the final Audit Report to DFS, Verus shall also identify each amount that it has identified to John Hancock as unclaimed property which is disputed by John Hancock. The Audit Report shall state John Hancock's basis for objection for each disputed amount. This Settlement Agreement is not intended to and does not amend or modify the Audit engagement contract between Verus and DFS.

III. FLORIDA UNCLAIMED PROPERTY ACCOUNT

John Hancock shall establish and maintain a new bank account in the amount of \$10,000,000 known as the "Florida Unclaimed Property Account," subject to verification by the State of Florida, which will be available for the payment of Florida unclaimed property. A balance of not less than \$7,500,000 shall be maintained in this account throughout the Duration of the Audit.

IV. SETTLEMENT PAYMENT

I. John Hancock shall pay or cause to be paid the amount of \$3,000,000 ("Settlement Payment") to the Florida Agencies in the following manner:

A. Within ten (10) days of the execution of this Agreement by all Parties, John Hancock shall pay or cause to be paid \$2,400,000 to the Florida Agencies.

B. Due to John Hancock's cooperation with the Joint Florida Examination, the Florida Agencies waive \$600,000 of the Settlement Payment.

2. The Settlement Payment is for investigative costs and attorneys fees. The Settlement Payment and the interest provided for in Section V below will extinguish John Hancock's financial liability to the Florida Agencies arising from the investigation, market conduct examination and audit, excepting only those further remittances of unclaimed property identified in the final Audit Report from Verus as accepted by DFS after the execution of this Agreement and for such costs as allowed by law associated with any follow-up monitoring, compliance reviews and examination.

V. INTEREST

1. John Hancock shall pay interest to beneficiaries of property identified pursuant to this Agreement from the date of death in those instances where through the exercise of due diligence, a beneficiary is identified and located, and a claim is made to John Hancock, in accordance with John Hancock's obligations under its contracts or Section 627.4615, Florida Statutes, whichever may be greater. By way of clarification, this paragraph relates to John Hancock's interest obligation to beneficiaries before report and remittance of unclaimed property to DFS by John Hancock pursuant to this Agreement.

2. In those instances where a beneficiary is not identified or located and the unclaimed property is reported and remitted to DFS, John Hancock agrees to pay interest on such unclaimed property accounts located and paid by DFS, which interest shall be determined as follows:

(a) For benefits due upon the event of death under life insurance policies and fixed Annuity Contracts, interest will be calculated from the later of the date of death or

from January 1, 1995 until the date that the subject property was reported and remitted to DFS at the rate of 3 percent compounded annually. Death benefit interest will not be applied in respect to amounts due and payable under retained asset accounts.

(b) For benefits due under life insurance policies upon reaching Maturity Age, interest will be calculated from the later of the Maturity Age or from January 1, 1995 until the date that the subject property was reported and remitted to DFS at the rate of 3 percent compounded annually.

(c) For benefits due under Annuity Contracts upon reaching the Maturity Date and amounts due under dormant retained asset accounts, the account values reported and remitted to DFS shall be inclusive of interest, so no additional interest payments shall be due.

3. When the owner of any unclaimed property account reported and remitted pursuant to this Agreement ("Agreement Account") to which interest may be applied under Section V.2. above is located and the proceeds of the Agreement Account are paid to the owner(s) by DFS, DFS will provide John Hancock and OIR with written notice of the payment within sixty (60) days of such payment. The notice will include the name(s) of the owner(s); the address or addresses to which payment was sent by DFS; the type of Agreement Account paid; and the amount actually paid to the owner(s). Within ninety (90) days of John Hancock's receipt of such notice, John Hancock shall pay any interest that may be due under Section V.2. above to the owner or owners identified in the notice. Beginning with the first calendar quarter following its first receipt of notice that the owner of an Agreement Account has been paid by DFS, and each quarter thereafter, John Hancock shall provide DFS and OIR with an itemized list of any and all owners of Agreement Account proceeds to whom interest has been paid in accordance

with this section. The list must include the name(s) of the owner(s) paid; the method of payment; the address or addresses to which payment was transmitted by John Hancock; the type of Agreement Account paid; the date from which interest was calculated; and the amount paid to the owner(s). The notice may be transmitted by John Hancock in electronic form.

VI. BUSINESS REFORMS

A. Death Benefits

(i) John Hancock agrees that not later than October 1, 2011 it shall implement policies and procedures for performing a comparison of its insureds under its in force life insurance policies, Annuity Contract owners and annuitants under Annuity Contracts against the SSDI Update File on at least a quarterly basis using comparison criteria reasonably calculated to identify potential matches of its insureds and annuitants.

(ii) For those potential matches identified as a result of the comparison run pursuant to Section VI.A.(i) above, John Hancock will (a) confirm the death of those insureds, Annuity Contract owners and annuitants against other available records and information, (b) confirm that there is a death benefit due and payable upon the death of such person according to the records of the Company, and (c) attempt to locate the beneficiary or beneficiaries in order to pay out any death proceeds that are due in accordance with the terms of its policies and Annuity Contracts.

(iii) In the event that a beneficiary cannot be located through due diligence, John Hancock shall report and remit any such death benefits upon expiration of the relevant dormancy period as required by the applicable unclaimed property laws.

(iv) For purposes of this Section VI.A., the applicable dormancy period for the property described in Section VI.A. commences as of the date John Hancock verifies the

potential match of its insured, Annuity Contract owner or annuitant against the SSDI Update File. The verification process shall be completed within ninety (90) days from the date of the potential match as identified above in Section VI.A.(i).

B. Annuity Benefits

John Hancock agrees that not later than October 1, 2011 it shall adopt revised policies and procedures to help better ensure that Annuity Contract benefits after the Maturity Date are: (i) paid to annuitants, owners, beneficiaries or contingent payees 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 in respect to the Annuity Contract that is inconsistent with a desire to annuitize; or (ii) reported and remitted after the dormancy period in situations where annuity payments are due and unpaid and the Company is not in contact with the owner at or after the Maturity Date.

C. Retained Asset Accounts

John Hancock agrees not later than October 1, 2011 it shall implement revised policies and procedures to help better ensure that the proceeds of any and all retained asset accounts are timely paid to owners or reported and remitted in situations where the account has been dormant for the requisite dormancy period and the apparent owner cannot be located.

D. Fees and Costs

John Hancock specifically agrees that it shall not deduct or charge owners or beneficiaries, either directly or indirectly through or by any person or company, for any fees or costs as part of the owner or beneficiary location process.

VII. OTHER PROVISIONS

1. Schedules B, C and D attached to this Agreement (Schedule A is intentionally omitted) correspond to the Schedules bearing the same headings that are attached to the Global Resolution Agreement signed by John Hancock on February 7, 2011 ("GRA"). Except as specifically provided in the Schedule D attached to this Agreement, the Schedule D attached to this Agreement is intended by the parties to be interpreted as being consistent with Schedule D of the GRA. Except as set forth in this paragraph with respect to death benefits identified by John Hancock as due under the insurance policies and Annuity Contracts where the owner was identified as lost at the time of demutualization of John Hancock Mutual Life Insurance Company, all property subject to this Settlement Agreement shall be integrated with unclaimed property set forth in GRA with respect to the process for reviewing, reconciling, performing due diligence, and reporting and remittance. In accordance with paragraph 1.D. of the Term Sheet, review and due diligence has already been completed with respect to death benefits identified by John Hancock as due under the insurance policies and Annuity Contracts where the owner was identified as lost at the time of demutualization of John Hancock Mutual Life Insurance Company, and where the apparent owner of the property was not located as a result of such due diligence, such property shall be immediately subject to reporting and remittance. To the extent that Verus identifies in an Unclaimed Property Report other death benefits associated with life insurance policies and Annuity Contracts where the owner was identified as lost at the time of demutualization of John Hancock Mutual Life Insurance Company that were not identified by John Hancock, such property shall be subject to the process for reviewing, reconciling, performing due diligence, and reporting and remitting unclaimed property set forth in this Agreement.

2. John Hancock agrees to continue to provide Verus with access to its administrative systems to test the completeness of the records provided by John Hancock. Such access shall include continued access to a dedicated terminal operated by a John Hancock employee that will enable Verus' personnel to make queries of all the Company's life policies, Annuity Contracts, and retained asset accounts, for the purpose of verifying that all requested records and data fields have been produced for the examination period.

3. For a period of 36 months from the execution of this Agreement by all Parties, John Hancock shall provide to the Florida Agencies quarterly reports on the implementation and execution of the requirements of this Agreement. Each quarterly report shall be delivered to the Florida Agencies within 45 days following the end of the calendar quarter. Copies of these reports shall also be provided to Verus to allow it to assist OIR in monitoring compliance with the requirements of this Agreement.

4. OIR shall conduct a targeted market conduct examination of John Hancock's compliance with the requirements of this Agreement 39 months after the date of execution of this Agreement by all Parties. OIR shall provide a report summarizing the results of that examination to John Hancock, the Attorney General and DFS. The target market conduct examination shall be performed by Verus, with the cost of the examination to be paid by John Hancock in accordance with Florida law.

5. The reasonable costs and expenses of the Florida Agencies related to the monitoring of John Hancock'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 John Hancock, shall be paid by John Hancock.

6. The monitoring of John Hancock for compliance with the terms of this Agreement constitutes an ongoing examination by OIR pursuant to Section 624.3161, Florida Statutes. To the extent permitted by law and the courts, the Florida Agencies shall provide confidential treatment to the work papers, recorded information, documents, copies of work papers, and documents produced by, obtained by or disclosed by John Hancock.

7. John Hancock shall be entitled to any and all indemnification, hold harmless, discharge or release of liability provided for by Section 717.1201, Florida Statutes with respect to all property reported and remitted in good faith to DFS in accordance with the terms of this Agreement.

8. This Agreement shall not impair, restrict, suspend, or disqualify John Hancock from engaging in any lawful business in Florida. Further, this Agreement is not intended to impair or disqualify John Hancock from engaging in any lawful business in any jurisdiction, based upon, or arising out of, the investigation, market conduct examination or unclaimed property audit regarding any alleged act or omission of John Hancock that occurred prior to the execution of this Agreement, unless John Hancock breaches the terms of this Agreement.

9. The Parties agree that this Agreement is not intended to and shall not confer any rights upon any other person or entity.

10. The Parties agree that this Agreement contains the entire agreement between them with regard to John Hancock's settlement practices and policy administration relating to its unclaimed property practices and that there are no other understandings or agreements, verbal or otherwise, between the Parties, except as set forth herein. Other than as set forth herein, there have been no representations that any Party has relied upon in entering into this Agreement.

11. This Agreement may not be modified, changed, canceled, amended or varied, nor may any or all of its terms be waived, except by a writing signed by all of the Parties.

12. This Agreement may be executed in counterparts, but shall not be effective until signed by all Parties.

13. 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 John Hancock or any of its current or former affiliates, subsidiaries, officers, directors, employees, agents or representatives with respect to the subject matter of the investigation, or market conduct examination, or unclaimed property audit, except in any action by the Florida Agencies to enforce terms of the Agreement or for breach of the Agreement.

14. Subject to specific performance by John Hancock of the provisions set forth in this Agreement and except as set forth in paragraph 16 below regarding enforcement of this Agreement and except as set forth in section II. paragraphs 4D and E above regarding disputed unclaimed property as listed in the final Audit Report, the Florida Agencies agree that they shall not institute any civil or administrative action in any state or federal court or other tribunal against John Hancock or its directors or officers regarding the subject and scope period of the Joint Florida Examination. However, nothing in this paragraph is intended to prevent DFS from pursuing its customary administrative remedies relative to property outside the Scope of the Audit or property otherwise unreported by John Hancock.

15. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida without regard to any conflict of laws provisions.

16. John Hancock agrees that the material failure to adhere to one or more of the above terms and conditions of this Settlement Agreement shall constitute a breach of the Agreement and a violation of a lawful Order of the OIR and DFS and a violation of John Hancock's Agreement with the Attorney General, and shall subject John Hancock to such administrative and enforcement actions and penalties as the Florida Agencies deem appropriate.

17. The Parties agree that the sole and exclusive venue for any action to enforce or for breach of this Agreement shall be in Leon County, Florida.

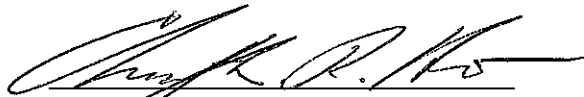
18. The Parties represent and warrant that the person executing this Agreement on behalf of each Party has the legal authority to bind the Party to the terms of this Agreement.

19. The Parties agree to cooperate fully with one another in implementing this Agreement.



JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)
And each insurance company subject of the investigation,
market conduct examination, and audit

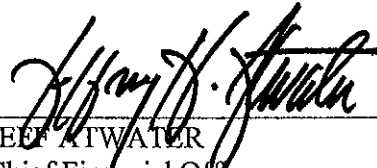
Jonathan Chiel
Executive Vice-President and General Counsel



PAMELA JO BONDI
Attorney General
State of Florida

Patricia A. Conners
Associate Deputy Attorney General

Christopher R. Hunt
Assistant Attorney General



JEFF ATWATER
Chief Financial Officer
State of Florida

PK Jameson
General Counsel

Dennis Silverman
Assistant Director, Legal Services



KEVIN M. McCARTY
Insurance Commissioner
State of Florida

Belinda Miller
General Counsel

Anoush Arakalian Brangaccio
Chief Assistant General Counsel

SCHEDULE A

Intentionally Left Blank

SCHEDULE B

RULES FOR IDENTIFYING DEATH MATCHES

In comparing John Hancock's records of its insureds, annuitants, annuity owners or retained asset account holders against the DMF, matches identified by Verus will be divided by Verus into three categories in accordance with the rules set forth below. In applying these rules and determining whether a match exists before John Hancock begins the due diligence process, the governing principle to be followed shall be establishing whether or not a unique biological individual identified on John Hancock's data is the same as a unique biological individual identified on the DMF in a case where a benefit is due and payable.

Category 1: "Exact" Match

A Category 1 Match occurs in either of the following circumstances:

1. There is a four-way exact match of the First Name, Last Name, Date of Birth and Social Security Number contained in the data produced by John Hancock against data contained in the DMF; or
2. The First Name matches in accordance with the Fuzzy Match Criteria listed below and the Last Name, Date of Birth and Social Security Number match exactly.

Category 2 : SSN Match

A Category 2 Match occurs when:

1. There is a four-way match of the First Name, Last Name, Date of Birth and Social Security Number such that the Social Security Number contained in the data produced by John Hancock matches exactly to the Social Security Number contained in the DMF, and the First Name, Last Name, and Date of Birth match either exactly or in accordance with the Fuzzy Match Criteria listed below.

Category 3: Non-SSN Match

A Category 3 Match occurs in any of the following circumstances:

1. The Social Security Number contained in the data produced by John Hancock 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 records produced by John Hancock 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 John Hancock 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 Verus shall run the Social Security Numbers obtained from the DMF for the potential matched individuals against Accurant for Insurance or an equivalent database. If a search of those databases shows that the Social Security Number is listed at the address provided by John Hancock 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 one or more of the following:
 - a. "First Name" "Nick Names:" "JIM" and "JAMES." Verus utilizes the pdNickname 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 "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" 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 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. A "Date Of Birth" fuzzy match includes one of the following:
- a. Two 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 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 John Hancock'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 John Hancock's systems does not conflict with the data contained in the DMF. By way of example, if John Hancock'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 John Hancock's systems do not contain a Date of Birth, then a fuzzy match will be found to exist.
 - d. If the John Hancock provided First and Last Name match, either exactly or in accordance with the Fuzzy Match Criteria listed herein, and the John Hancock provided Social Security Number matches exactly against the DMF, then the Date of

Birth will be a fuzzy match if the John Hancock provided Date of Birth is within 2 years (either before or after) the DMF listed Date of Birth.

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

- a. Two Social Security Numbers with a maximum of two digits in difference, any number position: "123456789" and "123466781"
- b. Two consecutive numbers are transposed: "123456789" and "123457689"
- c. If a Social Security Number is less than nine digits in length (with a minimum of seven digits) and is entirely embedded within the other Social Security Number: "12345678" and "012345678."

Reports of Matches

Verus shall only include Category 1 Matches, Category 2 Matches and Category 3 Matches in the report or reports to John Hancock upon verifying that it believes a benefit may be due based upon the data that Verus was provided.

Other Matches and Mismatches

Notwithstanding the fact that a policy is listed as a match in accordance with the foregoing rules, the Parties agree that there will not be a reportable match if John Hancock is able to produce competent evidence sufficient to establish that the unique biological individual identified on John Hancock's data is not the same as a unique biological individual identified on the DMF or such individual is not dead. Additionally, notwithstanding the fact that a policy is not found to be a match in accordance with the foregoing rules, Verus may include a policy on its report of matches to John Hancock if Verus is able to produce competent evidence sufficient to establish that a unique biological individual identified on John Hancock's data is the same as a unique biological individual identified on the DMF. In the event that John Hancock and Verus are unable to resolve any disputes related to what constitutes a reportable match, such disputes shall be subject to the dispute resolution provisions of the Agreement. Verus and John Hancock agree to meet in order to evaluate whether the matching process is producing satisfactory data. If the matching process is not producing satisfactory data (i.e., a large number of false positives are reported based on the current criteria), Verus and John Hancock agree to use best efforts in order to develop new criteria for Verus' identification of matches.

SCHEDULE C

UNCLAIMED PROPERTY REPORT INFORMATION AND FORMAT

Report Information:

Unclaimed Property Reports will only include property that Verus believes is past-due in accordance with the terms of the Agreement. All Unclaimed Property Reports provided by Verus to John Hancock shall exclude life insurance policies, Annuity Contracts and retained asset accounts where the data provided by John Hancock to Verus indicates that (i) the property has already been paid, (ii) the property has already been remitted to the State, (iii) the policy or Annuity Contract was not in force on the date of death, Maturity Age or Maturity Date, (iv) a match identified in accordance with Schedule A is the death of a first insured under a survivorship policy, (v) the applicable dormancy period has not expired, or (vi) a benefit is not otherwise due.

Report Formats:

Verus shall provide John Hancock with Unclaimed Property Reports in various formats depending on the property type. Attached hereto is the specific data that Verus shall provide for each of the property types specified below (with each data element representing a column heading on a report):

Schedule C-1: Life Insurance Policy – DMF Death Match

Schedule C-2: Life Insurance Policy – Maturity Age

Schedule C-3: Annuity Contract – DMF Death Match

Schedule C-4: Annuity Contract – Maturity Date

Schedule C-5: Retained Asset Account – DMF Death Match or Dormant Account

On each of the schedules set forth above, data elements that represent John Hancock data are indicated with a "(JH)," data elements that represent Verus data are indicated with a "(V)," and data elements that represent DMF data are indicated with a "(DMF)."

SCHEDULE C-1

Life Insurance Policy – DMF Death Match

Company Code (JH)
Admin System (JH)
Product Line Code (JH)
Policy Number (JH)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
JH Insured First Name (JH)
DMF First Name (DMF)
First Name Perfect Match (V)
JH Insured Last Name (JH)
DMF Last Name (DMF)
Last Name Perfect Match (V)
JH Insured SSN (JH)
DMF SSN (DMF)
SSN Perfect Match (V)
JH Insured Date of Birth (JH)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
JH Insured Address (JH)
JH Insured State (JH)
DMF Address (DMF)
DMF State (DMF)
Policy Issue Date (JH)
DMF Date of Death (DMF)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Property Type (IN) Code (V)
Current Policy Status (JH)
Current Policy Status Effective Date (JH)
In Force as of Run Date (Y/N) (V)
Indication of Coinsured (Y/N) (V)
Indication of Payment (Y/N) (V)
Escheatment Reason (V)
Original Face Amount (JH)
Due Diligence Category (V)

SCHEDULE C-2

Life Insurance Policy – Maturity Age

Company Code (JH)
Admin System (JH)
Product Line Code (JH)
Plan Code (JH)
Policy Number (JH)
Verus Record Control ID (V)
JH Insured First Name (JH)
JH Insured Last Name (JH)
JH Insured SSN (JH)
JH Insured Date of Birth (JH)
JH Insured Address (JH)
JH Insured State (JH)
Policy Issue Date (JH)
Date of Maturity (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Property Type (IN) Code (V)
Current Policy Status (JH)
Current Policy Status Effective Date (JH)
In Force as of Run Date (Y/N) (V)
Indication of Coinsured (Y/N) (V)
Indication of Payment (Y/N) (V)
Escheatment Reason (V)
Original Face Amount (JH)
Due Diligence Category (V)

SCHEDULE C-3

Annuity Contract -- DMF Death Match

Contract Number (JH)
Contract Issue Date (JH)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
JH Owner Full Name (JH)
JH Owner SSN (JH)
JH Owner Date of Birth (JH)
JH Owner Address (JH)
JH Owner State (JH)
JH Annuitant Full Name (JH)
JH Annuitant SSN (JH)
JH Annuitant Date of Birth (JH)
JH Annuitant Address (JH)
JH Annuitant State (JH)
DMF Full Name (DMF)
DMF SSN (DMF)
DMF Date of Birth (DMF)
DMF Address (DMF)
DMF State (DMF)
DMF Date of Death (DMF)
Dormancy Period (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Contract Status (JH)
Contract Status Effective Date (JH)
Escheatment Reason (V)
Contract Value (JH)
Due Diligence Category (V)

SCHEDULE C-4

Annuity Contract – Maturity Age

Contract Number (JH)
Contract Issue Date (JH)
Verus Record Control ID (V)
JH Owner Full Name (JH)
JH Owner Address (JH)
JH Owner State (JH)
JH Annuitant Full Name (JH)
JH Annuitant Address (JH)
JH Annuitant State (JH)
JH Annuitant Date of Birth (JH)
Contract Maturity Date (JH)
Dormancy Period (V)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Contract Value (JH)
Contract Status (JH)
Contract Status Effective Date (JH)
Last Financial Transaction Effective Date (JH)
Last Financial Transaction Code (JH)
Due Diligence Category (V)

SCHEDULE C-5

Retained Asset Account – DMF Death Match or Dormant Account

Account Number (JH)
Verus Record Control ID (V)
Overall Match Category Assignment (V)
Overall Perfect Matched Fields (V)
JH Account Holder First Name (JH)
DMF First Name (DMF)
First Name Perfect Match (V)
JH Account Holder Last Name (JH)
DMF Last Name (DMF)
Last Name Perfect Match (V)
JH Account Holder SSN (JH)
DMF SSN (DMF)
SSN Perfect Match (V)
JH Account Holder Date of Birth (JH)
DMF Date of Birth (DMF)
Date of Birth Perfect Match (V)
DMF Date of Death (DMF)
Dormancy Period Expiration Date (V)
Presumed State of Escheatment (V)
Escheatment Reason (V)
Open Amount (JH)
Due Diligence Category (V)

SCHEDULE D

REVIEW/RECONCILIATION/DUE DILIGENCE PERIOD

All Unclaimed Property Reports shall be subject to the following process for reviewing, reconciling, performing due diligence, and reporting and remitting unclaimed property due to Florida under the terms of the Agreement:

I. ISSUANCE OF UNCLAIMED PROPERTY REPORTS

Separate Unclaimed Property Reports shall be issued for: (i) benefits due under life insurance policies upon an event of death or upon reaching the policy Maturity Age (the "Life Insurance Reports"); (ii) benefits due under annuity contracts upon an event of death or upon reaching the Maturity Date (the "Annuity Reports"); and (iii) unclaimed proceeds in dormant retained asset accounts or where the account owner is deceased (the "Retained Asset Account Reports"). Verus' delivery of Florida Unclaimed Property Reports shall be integrated and cumulative with the records of the Unclaimed Property Reports of other states delivered by Verus under the GRA.

To help assure a steady and consistent workflow, Verus will use best efforts to ensure that each Life Insurance Report (i) is comprised of property that Verus has identified as being reportable to no more than 10 States per report, (ii) includes a combination of records from John Hancock's various systems (e.g., PNO, MDO, and IN systems), and (iii) includes a mixture of in-force and terminated policies, with the combinations and mixtures referred to in (ii) and (iii) approximating the occurrence of such records across potential matches identified by Verus across all reports. Verus understands that to the extent that its reports are not so constructed, John Hancock's ability to respond according to the timeframes set forth in this Agreement could be adversely impacted.

II. REVIEW AND RECONCILIATION OF UNCLAIMED PROPERTY REPORTS

John Hancock shall have up to thirty (30) days to review each Unclaimed Property Report in order to identify all property that it agrees is subject to payment as well as any exceptions it has to each report. Once John Hancock has completed its review of each Unclaimed Property Report, it shall provide Verus with a written list identifying: (i) all property that it agrees is subject to payment to DFS; and (ii) any property that John Hancock has determined does not meet the criteria for payment to DFS, together with the specific reasons for its determinations.

All property that John Hancock agrees is due to be paid shall immediately be subject to applicable due diligence and reporting and remittance to DFS in accordance with the processes described in Sections III. and IV. below.

Within 10 days after John Hancock has provided Verus with its list of exceptions that John Hancock has taken to specific property included on each Unclaimed Property Report, John Hancock and Verus shall meet in good faith for the purpose of attempting to reconcile any such

exceptions. All property that John Hancock agrees is due to be paid following reconciliation shall then be subject to applicable due diligence and reporting and remittance to DFS in accordance with the processes described in Sections III. and IV. below. All exceptions that remain unreconciled twenty (20) days after John Hancock and Verus first meet to discuss each Unclaimed Property Report will be specifically identified by Verus in its final Audit Report to DFS. In the event that John Hancock has any disagreement with Verus over whether any particular property must be reported and remitted to DFS, and such disagreement cannot be resolved within 30 days from it being raised, John Hancock shall seek the assistance of DFS in resolving the issue. The determination by DFS as to the dispute shall be final subject to Chapter 120, Florida Statutes.

John Hancock will provide Verus with the methodology used to calculate benefits due to be paid, as well as reasonable access to the physical documentation and/or digital files that are created or edited during the death benefit calculation for each payable policy. Verus may test a reasonable percentage of such property to ensure that the correct calculations have been made. Any disputes regarding the amount of benefits due shall be subject to the same reconciliation and resolution process described above.

III. DUE DILIGENCE

When John Hancock agrees that property identified on an Unclaimed Property Report is due to be paid to DFS, it shall conduct due diligence as follows:

A. Due Diligence for Property Due: (i) Upon An Event of Death Under Life Insurance Policies, and Annuity Contracts; (ii) Upon Life Insurance Policies Reaching Maturity Age; and (iii) Under Retained Asset Accounts

1. *Property due under life insurance policies or annuity contracts where: (i) the owners were identified on John Hancock's database of policyholders who could not be located at the time of demutualization, which John Hancock began to provide to Verus on February 10, 2010 (unless John Hancock is able to show that it had subsequently located such owners); and (ii) the owner and insured or annuitant are the same (or they are different but have the same last known address).*

For property within this category, John Hancock shall be deemed to have already conducted reasonable due diligence based on the extensive searches it conducted at the time of demutualization. John Hancock may send an additional notification letter to the beneficiary, insured or annuitant as listed in the Company's address file for that policy or contract, but in any event all property within this category immediately shall be subject to the procedures for reporting and remittance to DFS in accordance with Section IV. below after allowing ten days for the Company to calculate the amounts due under each policy or contract. In no event may property under this subsection be excluded from Reporting and Remittance (IV. below) unless John Hancock has received a "perfected claim" prior to the termination of the reporting and remittance process and prior to the "lock down" period to be determined by John Hancock, after which no further changes will be made to the report. For purposes of this subsection, a "perfected claim" means receipt by John Hancock of a fully completed and fully executed

Statement of Claim for Death Benefit form, such that no further information is required of the claimant in order to process the claim. Thereafter, John Hancock shall make payment of the claim within 60 days after receipt of the "perfected claim" or the property will be subject to the report and remittance process described in Section IV. below.

John Hancock shall be deemed to have no last known address for a beneficiary, and no due diligence notification letters are required to be sent where, according to John Hancock's books and records: (i) there is no last known address for the beneficiary, insured and owner; or (ii) there is a bad address indicator on the policy record.

2. *Property due under life insurance policies, annuity contracts, or retained asset accounts where seven (7) years have passed since the date of death or the date that the life insurance policy reached the Maturity Age.*

John Hancock shall send one or more notification letters to the beneficiary or insured or annuitant or retained asset account owner as listed in the Company's address file for that policy or contract or account, and may otherwise attempt to contact annuitants or retained asset account owners based on information listed in the Company's address file for that contract or account. If there is no response to a notification letter within 45 days from the end of the review period described in Section II above and the property is not paid to the beneficiary in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section IV. below. Letters shall be sent to the last known address on John Hancock's books and records as of the time it receives the Unclaimed Property Report of the beneficiary, or the last known address of the insured or annuitant or account holder if there is no last known address for the beneficiary. To the extent that John Hancock receives a response to a notification letter or such other contact provided for in this paragraph that results in John Hancock obtaining different contact information for the apparent owner of the property, John Hancock may make additional attempts to contact the apparent owner using such contact information.

John Hancock shall be deemed to have no last known address for a beneficiary, and no notification letters shall be required to be sent where according to John Hancock's books and records: (i) there is no last known address for the beneficiary, insured and owner; or (ii) there is a bad address indicator on the policy record.

3. *Property due under all other life insurance policies, annuity contracts, or retained asset accounts that do not fall within Section 1 or 2 above.*

John Hancock shall send one or more notification letters to, and may otherwise attempt to notify, the beneficiary or insured or annuitant, or retained asset account owner. If there is no response to a notification letter within seventy-five (75) days from the end of the review period described in Section II above and the property is not paid to the beneficiary in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section IV. below.

At least one letter shall be sent to the last known address on John Hancock's books and records as of the time it receives the Unclaimed Property Report of the beneficiary, or the last known address of the insured or annuitant or account owner if there is no last known address for the beneficiary. Additional letters may be sent to addresses other than the last known address referenced in the preceding sentence appearing on the books and records of John Hancock.

B. Due Diligence for Property Due Upon Annuity Contracts Reaching the Maturity Date

For property within this category, John Hancock shall send one or more notification letters to, and may otherwise attempt to notify, the annuity contract owner. If there is no response to a notification letter within 180 days after the initial notification letter is sent and the property is not paid to the owner by the end of this period in accordance with the terms of the Agreement, the property shall be subject to the reporting and remittance process described in Section IV., below.

At least one letter shall be sent to the last known address of the annuity contract owner appearing on John Hancock's books and records as of the time it receives the Unclaimed Property Report. Additional letters may be sent to annuity contract owners at addresses other than the last known address for the annuity contract owner appearing on the books and records of John Hancock.

If at any time prior to the expiration of the 180 day period described above, John Hancock determines that the owner cannot be located, the property shall be subject to the reporting and remittance process described in Section IV., below.

IV. REPORTING AND REMITTANCE OF PROPERTY

A. Results of Reconciliation and Due Diligence

Within nine (9) days after expiration of the applicable due diligence period set forth above, John Hancock shall provide Verus with a list of all property that it has paid out as a result of the due diligence process, all property as to which it is "actively engaged" in administering and effectuating payment under the terms of the Agreement and all unclaimed property that remains to be paid to DFS. Verus may perform appropriate audit techniques to confirm that John Hancock: (i) provided property to the owner following the due diligence process; or (ii) is "actively engaged" in administering and effectuating payment.

B. Payment of Property

John Hancock agrees that all unclaimed property to be reported and remitted pursuant to this Agreement shall be reported by John Hancock to DFS through Verus. Payment of all amounts to be remitted shall be made with the Final Audit Report submitted by Verus to DFS. John Hancock further agrees that no unclaimed property to be reported and remitted pursuant to this Agreement shall be included in any annual filings or any supplemental filings made by John Hancock to DFS.

V. INTENTIONALLY OMITTED

VI. EVALUATION OF PROCESSING TIMETABLES

John Hancock agrees to provide Verus with reasonable access to monitor the Unclaimed Property Report review, due diligence, report and remittance processes being performed in accordance with this **Schedule D** (the "**Schedule D Processing**"), including access to processing being performed by John Hancock's consultant, MarketSphere Consulting LLC. If John Hancock is able to complete any of the **Schedule D Processing** sooner than called for by the relevant section of the schedule, the Company will notify Verus in order to arrange for an adjustment to the timetables. Additionally, Verus and John Hancock agree to meet in order to evaluate the **Schedule D Processing** in order to validate that the processing timetables included in this **Schedule D** are reasonable and sufficient. If the timetables prove unreasonable or insufficient, Verus and John Hancock agree to use best efforts in order to develop new timetables for John Hancock's review and due diligence subject to the approval of the Florida Agencies.

VII. REPORT DELIVERY PROTOCOL

Verus and John Hancock mutually agree to deliver Reports required under the Agreement according to the following protocols.

Reports provided by Verus to John Hancock shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and John Hancock mutually agree in writing) to Mr. Robert Hartigan, at rhartigan@jhancock.com, with copy to Mr. Jamshid Ebadi, at jamshid.ebadi@marketsphere.com. John Hancock may designate in writing to Verus one or more persons to receive such reports instead of Mr. Hartigan or Mr. Ebadi.

Reports provided by John Hancock to Verus shall be delivered in electronic, encrypted, password protected, unlocked (to permit sorting) Excel format (or such other format as Verus and John Hancock mutually agree in writing) to Mr. Steven Haley, at shaley@verusfinancial.com.

Verus and John Hancock mutually agree that any time requirement(s) under the Agreement which are contingent upon the delivery of Reports (e.g. 30 day review period) shall commence only upon written confirmation by the recipient John Hancock or recipient Verus that the Reports delivered are: (i) accessible; (ii) in the format(s) required under the GRA and this Agreement or mutually agreed upon in writing by John Hancock and Verus; (iii) successfully loaded by the recipient John Hancock or recipient Verus; and (iv) include the correct record counts.

Report delivery protocol questions, issues, concerns, or disputes shall be addressed to Mr. Hartigan, of John Hancock and Mr. Haley, of Verus, for mutually acceptable resolution.